

Oklahoma City Project # WA-2023-00074

**MAINTENANCE BOND**

(Private Contract)

Bond Number: RCB0053838

**KNOW ALL MEN BY THESE PRESENT:**

That We, 4M Trenching, LLC, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto **THE CITY OF OKLAHOMA CITY** in the full and just sum of Three Hundred Eighty-five Thousand Eight Hundred Forty-seven & 00/100 Dollars (\$ \$385,847.00), 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 31<sup>st</sup> day of May, 2024 with Topmark Homes, the principal agreed to construct improvements in the City of **Oklahoma City, being:**

WA-2023-00074 Waterline to Serve Red Rose Creek, Czech Hall Road & W. Reno Avenue, Part of the NE/4, Section 5, T11N, R5W, 1.M., Oklahoma City, Canadian County, OK

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.

Revised 1/15/08

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 25TH day of FEBRUARY, 2025.

**ATTEST:**

Amy K Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt

**MAYOR**

**REVIEWED** for form and legality.

Baile Richards  
Assistant Municipal Counselor

EXECUTED this 5<sup>th</sup> day of June, 2024

4M Trenching, LLC

ATTEST:

Principal

Manuel R. [Signature]  
Secretary/Witness

By

[Signature]



**NOTARY STATEMENT**

STATE OF Oklahoma )

SS.

COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 5<sup>th</sup> day of June, 2024,  
by Adam Sharp

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.

(Seal)



Tricia Clement

Notary Public

My Commission expires: 4/12/27

My Commission No.: 11003361

EXECUTED this 5th day of June, 2024

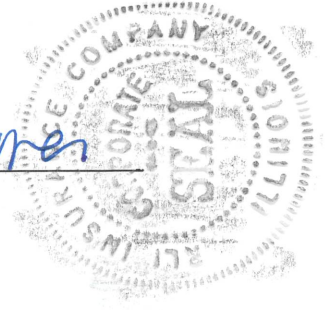
ATTEST:

RLI Insurance Company

Surety

Brianna Tislow  
Secretary/Witness Brianna Tislow

By Carey L. Kennemer  
Carey L. Kennemer, Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 5th day of June, 2024

by Carey L. Kennemer

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.

(Seal)



Deborah L. Raper

Notary Public

My Commission expires: July 22, 2027

My Commission No.: 11006695



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford,  
Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Gary Liles, Randy D. Webb, Bobby Joe Young,  
Aaron Woolsey, Carey L. Kennemer, Joshua Bryan, Becky Killman, jointly or severally

in the City of Tulsa, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of January, 2024.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Eric Raudins  
Eric Raudins Sr. Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

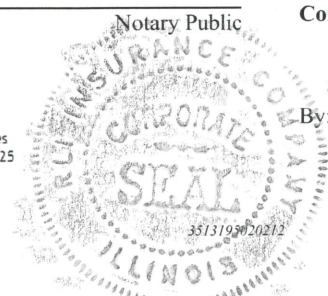
On this 2nd day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of June, 2024.

By: Jill A. Scott  
Jill A. Scott Notary Public



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



4MTRENC-01

THOLEMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2024

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

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

|  |  |
|--|--|
| PRODUCER<br>Rich & Cartmill, Inc.<br>9401 Cedar Lake Avenue<br>Oklahoma City, OK 73114 | CONTACT NAME: Terry Holeman<br>PHONE (A/C, No, Ext): (405) 418-8626<br>FAX (A/C, No):<br>E-MAIL ADDRESS: tholeman@rcins.com  |
| INSURED<br><br>4M Trenching, LLC<br>4912 Bishop Drive<br>Oklahoma City, OK 73128       | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Continental Ins Co 35289<br>INSURER B : Continental Casualty Co 20443<br>INSURER C : Columbia Casualty Company 31127<br>INSURER D :<br>INSURER E :<br>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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | C2095322440   | 8/8/2023                | 8/8/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                 |           |          | C2095322437   | 8/8/2023                | 8/8/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | C2095322454   | 8/8/2023                | 8/8/2024                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | WC5090789242  | 2/1/2024                | 2/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.I. EACH ACCIDENT \$ 1,000,000<br>E.I. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.I. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| C        | Pollution Liability   |           |          | 6072011239    | 8/8/2023                | 8/8/2024                | Ea Occurrence \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: **WA-2023-00074** Waterline to serve Red Rose Creek

The City of Oklahoma City and the Oklahoma City Water Utilities Trust are additional insureds, with respect to general liability, arising out of the project or event if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City and The 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.

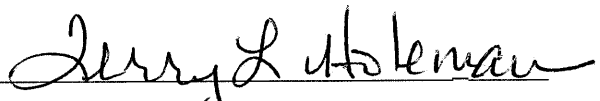
AUTHORIZED REPRESENTATIVE

**NOTARY STATEMENT**

State of Oklahoma     )  
                                  ) §  
County of Canadian    )

I, Terry L. Holeman, a Notary Public in and for said County and State, do hereby certify that on this 5<sup>th</sup> day of June, 2024; Kyle Bradford personally known to me to be the same person and official who executed the above foregoing instrument as Agent, appeared before me in person and acknowledged that, as such official, he executed the above instrument as his free and voluntary act on behalf of Rich & Cartmill, Inc. pursuant to authority conferred and for the uses and purposes therein set forth.

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

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
10005881  
Notary Commission Number

My Commission Expires:

July 21, 2026

(Seal)

