

**MAINTENANCE BOND**

(Private Contract)

Bond Number: RCB0044265

**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 Eighty-four Thousand Five Hundred Three & 91/100----- Dollars (\$ 84,503.91 ), 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 24<sup>th</sup> day of January, 2023 with Curb Moment LLC, the principal agreed to construct improvements in the City of Oklahoma City, being:

Sanitary Sewer Line to Serve 112 Industrial

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.

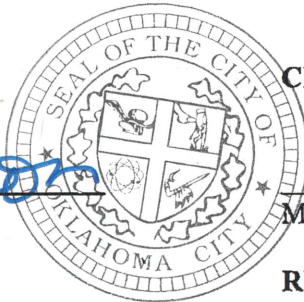
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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 26<sup>th</sup> day of September, 2023.

ATTEST:

Amy K. Simpson  
City Clerk



CITY OF OKLAHOMA CITY

Dan Holt  
MAYOR

REVIEWED for form and legality.

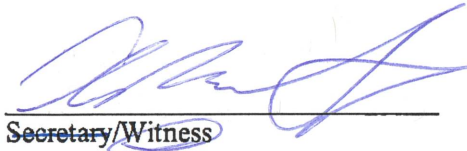
Chris Hall  
Assistant Municipal Counselor

EXECUTED this 6th day of February, 2023

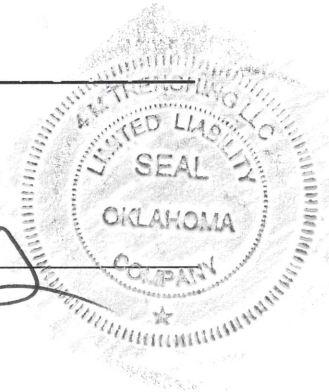
4M Trenching, LLC

ATTEST:

Principal

  
Secretary/Witness

By 



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

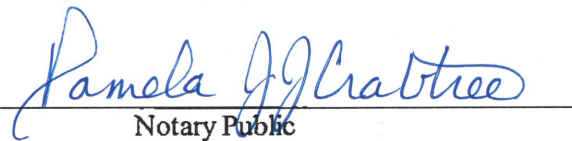
COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 6th day of February, 2023,  
by Mitchell Manning

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: 04/02/2024 My Commission No.: 08003234

EXECUTED this 6th day of February, 2023

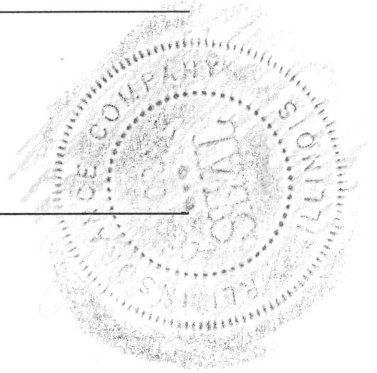
ATTEST:

RLI Insurance Company

Surety

Carey Kennemer  
Secretary/Witness Carey Kennemer

By Vicki Wilson  
Vicki Wilson, Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

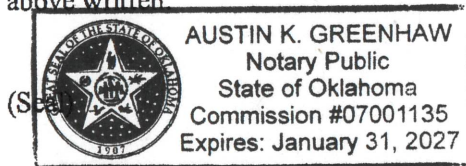
) **SS.**

COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 6th day of February, 2023  
by Vicki Wilson

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



Austin K. Greenhaw

Notary Public

My Commission expires: January 31, 2027

My Commission No.: 07001135



# 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, jointly or severally

in the City of Oklahoma City, 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 Vice President with its corporate seal affixed this 26th day of October, 2022.



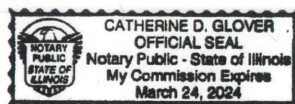
**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 26th day of October, 2022, before me, a Notary Public, personally appeared Barton W. Davis, 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.

By: Catherine D. Glover  
Catherine D. Glover Notary Public



### CERTIFICATE

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 6th day of February, 2023.

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



4MTRENC-01

THOLEMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2023

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: Terry Holeman	
	PHONE (A/C, No, Ext): (405) 418-8626	FAX (A/C, No):
INSURED  4M Trenching, LLC 5321 SW 11th Street Oklahoma City, OK 73128-2415	E-MAIL ADDRESS: tholeman@rcins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Ins Co	NAIC #: 35289
	INSURER B: Continental Casualty Co	20443
	INSURER C: Columbia Casualty Company	31127
	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		C2095322440	8/8/2022	8/8/2023	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
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			C2095322437	8/8/2022	8/8/2023	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C2095322454	8/8/2022	8/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	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 <input type="checkbox"/> N/A		WC5090789242	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			6072011239	8/8/2022	8/8/2023	Ea Occurrence 1,000,000

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

Re: SD-2022-00111 - Sanitary sewer to serve 112 Industrial

Additional insured applies to general liability if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City 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 )

) SS.

COUNTY OF Oklahoma )

I, Vicki Wilson, a Notary Public in and for said County and State, do hereby certify that on this 6th day of February, 2023, that Kyle Bradford 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 executed the above instrument as his free and voluntary act on behalf of Rich & Cartmill, Inc. pursuant to authority conferred and for these uses and purposes therein set forth.

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

Vicki Wilson  
Notary Public

My Commission Expires:

January 13, 2025

(seal)





112 INDUSTRIAL - SD-2022-00111

Biditem	Description	Quantity	Units	Unit Price	Bid Total
01	8" Sanitary Sewer	448.000	LF	44.00	19,712.00
02	4' Dia. Manhole	4.000	EA	5,000.00	20,000.00
03	Ex. Depth MH Wall	7.000	VF	300.00	2,100.00
04	Non-Vent MH Lid w/Infiltration Cover	3.000	EA	1,265.00	3,795.00
05	8x4 Wye	10.000	EA	150.00	1,500.00
06	1/8 Bend	30.000	EA	15.00	450.00
07	4" Riser Pipe	99.500	VF	10.00	995.00
08	4" Service Line	138.000	LF	80.00	11,040.00
09	6-8' Trench	78.000	LF	14.00	1,092.00
10	8-10' Trench	102.000	LF	16.00	1,632.00
11	10-12' Trench	268.000	LF	19.00	5,092.00
12	Type 'A' Backfill	140.000	CY	70.00	9,800.00
13	Crushed Rock Bedding	91.000	CY	0.01	0.91
14	Solid Slab Sod	5.000	SY	30.00	150.00
15	Remove & Replace Fence	15.000	LF	75.00	1,125.00
16	Remove Existing Sanitary Sewer	263.000	LF	20.00	5,260.00
17	Leakage Test	1.000	LS	250.00	250.00
18	Deflection Test	1.000	LS	150.00	150.00
19	Manhole Test	1.000	LS	360.00	360.00
<b>Bid Total</b>					<b>\$84,503.91</b>



Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

Rider No. 01

To be attached to and become a part of Bond # GR55892, issued by Granite Re, Inc., as Surety,  
on behalf of Jerlow Construction Co., Inc., as principal, in  
favor of the City of Oklahoma City and its Trusts, OK, as Obligee, in  
the penalty amount of \*\*\* Seven Hundred Sixty-two Thousand Fifty-two & 00/100 \*\*\*  
Dollars (\$ \$762,052.00 ) for Payment & Performance Bond.

It is hereby understood and agreed that the bond shall be amended as follows:

OKC Project Number amended FROM: WA-2022-00020 TO: WA-2022-00015

Bond Penalty Amount amended FROM: \$762,052.00 TO: \$761,002.00

It is further understood and agreed that the liability of the Surety in the aggregate to the Obligee for any/all defaults of the Principal and/or subsidiaries, whether occurring before or after or partly before and partly after this rider becomes effective, shall in no event exceed the penalty stated in the bond.

Signed, Sealed and Dated this 15th day of December, 2022.

Jerlow Construction Co., Inc.

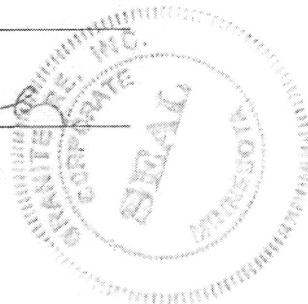
Principal

 Estimote  
Name & Title

Granite Re, Inc.

 Carey L. Kennemer

Attorney-in-Fact Carey L. Kennemer



**GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.



STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )

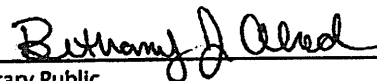
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



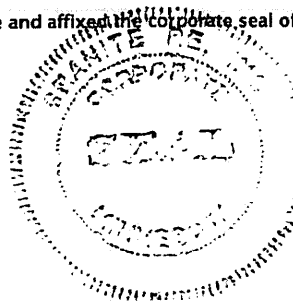
  
Notary Public

**GRANITE RE, INC.  
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation; HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
15<sup>th</sup> day of December, 2022.



  
Kyle P. McDonald, Assistant Secretary