

**MAINTENANCE BOND**

(Private Contract)

100000027

**KNOW ALL MEN BY THESE PRESENT:**

That We, United Trenching, Inc., 5506 Stewart Drive, Mustang, OK, 73064, as Principal, and Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, IA 50266, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of \*\*\*\*\*Six Hundred Forty Four Thousand Eight Hundred Sixty & 00/100\*\*\*\*\* Dollars (\$ 644,860.00), 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 25th day of April, 20 23, with Hefner Crossing Development, LLC,

the Principal agreed to construct improvements in the City of Oklahoma City, being:

Water line improvements to The Enclave at Hefner Crossing Phase 1

in the vicinity of S. of Hefner Rd. between Broadway Ext. & N. Kelly Ave.

Oklahoma County, Oklahoma City, 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 27TH day of AUGUST, 20 24.

ATTEST:

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt  
MAYOR

**REVIEWED** for form and legality.

Chris Hall  
Assistant Municipal Counselor

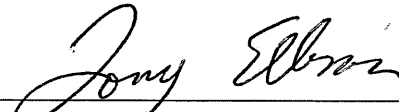
EXECUTED this 25th day of April, 20 23.

United Trenching, Inc

ATTEST:

Principal

  
Secretary/ ~~XXXXX~~ Karen Ellison

By   
Tony Ellison - President



**NOTARY STATEMENT**

STATE OF Oklahoma )

SS.

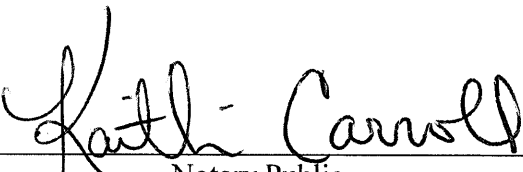
COUNTY OF Canadian )

Signed and sworn or affirmed before me on this 25th day of April, 20 23,  
by Tony Ellison

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: 08/07/25

My Commission No.: 17007274

EXECUTED this 25th day of April, 20 23.

ATTEST:

Merchants National Bonding, Inc.

Surety

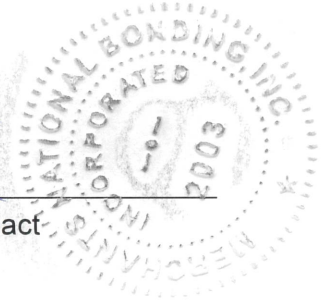
Terri D. Bohanan

~~Secretary~~/Witness

By

Wendy Hollen

Wendy Hollen - Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Cleveland )

Signed and sworn or affirmed before me on this 25th day of April, 20 23,  
by Wendy Hollen - Attorney-in-Fact

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)



Jamie Ritz

Notary Public

Jamie Ritz

My Commission expires: 04/19/2027

My Commission No.: 19004076



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cody M McNeill; John D Rogers Jr; Kyle D Reser; Lisa K Sherman; Todd Triplett; Wendy Hollen; William Michael McNeill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



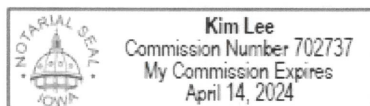
**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of April 2023.



*William Warner Jr.*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2023

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).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Insurance Agency of Mid America Inc<br>10009 S. Penn, Building E<br>P. O. Box 890300<br>Oklahoma City OK 73189 |  | <b>CONTACT NAME:</b> Jamie Ritz<br><b>PHONE (A/C, No, Ext):</b> (405) 691-0016<br><b>FAX (A/C, No):</b> (405) 691-0415<br><b>E-MAIL ADDRESS:</b> jritz@midamericainc.com  |  |
| <b>INSURED</b><br>United Trenching Inc<br>5506 Stewart Drive<br>Mustang OK 73064  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Fire Ins Co of Hartford<br><b>INSURER B:</b> Continental Insurance Company<br><b>INSURER C:</b> Continental Casualty Co<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>20478<br>35289<br>20443  |  |

## COVERAGES

CERTIFICATE NUMBER: 9/22-23 w/ 4/23-24 WC

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><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 7015539640     | 09/12/2022              | 09/12/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<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 |
|          | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   | Y         | Y        | BUA 7015539637 | 09/12/2022              | 09/12/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 1,000  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | CUE 7015539654 | 09/12/2022              | 09/12/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
|          | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y  | N/A      | Y              | 7018634467              | 04/01/2023              | 04/01/2024  |
| C        | INSTALLATION FLOATER   |           |          | C 7015648227   | 09/12/2022              | 09/12/2023              | Limit \$750,000<br>Deductible \$2,500   |

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


Project: Water Line Improvements  
ENCLAVE AT HEFNER CROSSING PH 1  
Job No.: 21615500  
Project No.: WA-2022-00055

As required by written contract, Certificate Holder, Owner & Engineer are included as Primary/Non-Contributory Additional Insured as respects to General Liability (on-going & completed operations) & Auto Liability. Waiver of subrogation applies in favor of Additional Insured, its servants, agents, employees or subcontractors as respects General Liability, Auto Liability and Workers Compensation. Coverage is subject to the insuring agreements, conditions and

## CERTIFICATE HOLDER

|  |
|--|
| City of Oklahoma City<br>420 W Main St<br><br>Oklahoma City OK 73102 |
|--|

## CANCELLATION

|  |
|--|
| 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<br><br>   |

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## Additional Named Insureds

Other Named Insureds

Ellison Investments LLC

Additional Named Insured

**NOTARY STATEMENT**

STATE OF Oklahoma )  
 ) §  
COUNTY OF Oklahoma )

I, Jamie Ritz, a Notary Public in and for said  
County and State, do hereby certify that on this 25th day of  
April, 2023, W.M. McNeill  
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/she executed the above  
instrument as his/her free and voluntary act on behalf of  
National Fire Insurance Company of Hartford,  
Continental Insurance Company, Continental Casualty Company  
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



Jamie Ritz  
Notary Public Jamie Ritz

19004076  
Notary Commission Number

My Commission Expires:

04/19/2023  
(Seal)