

MAINTENANCE BOND
(Private Contract)

Bond Number: RCB0046196

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 One Thousand Six Hundred Eight & 00/100 Dollars
(\$ \$301,608.00), 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 22nd day of May, 2023 with
OKC L Development, LLC, the principal agreed to construct improvements in the City of
Oklahoma City, being:
OKC 2 Year Mtc - Water Line Improvements to Hefner Crossing Phase 2

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 _____ day of _____, 20_____.

ATTEST:

CITY OF OKLAHOMA CITY

City Clerk

MAYOR

REVIEWED for form and legality.



Assistant Municipal Counselor

EXECUTED this 26th day of June, 2023

4M Trenching, LLC

ATTEST:

Principal

Manuel Ramirez
Secretary/Witness

By Mitchell Manning



NOTARY STATEMENT

STATE OF Oklahoma)

SS.

COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 26 day of June, 2023,
by Manuel Ramirez 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.

(Seal)



Tricia Clement
Notary Public

My Commission expires: 4.12.27

My Commission No.: 11003361

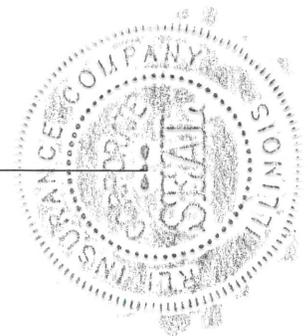
EXECUTED this 26th day of June, 2023

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.

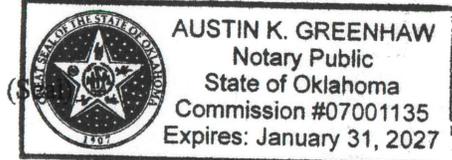
COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 26th day of June, 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: 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 26th day of June, 2023.

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



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 26th day of June, 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)



06/29/2023
 JMR230522W
 *** Manuel

11:41
 Hefner Crossing Phase 2 WA-2023-00021

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
110	8" Water Line (C-900 PVC) With Sand Bedding	U	3,213.000	LF	49.00	157,437.00
120	Sand Embedment (No Bid)		514.000	CY		
130	Fire Hydrant	U	2.000	EA	4,110.00	8,220.00
140	Remove & Relocate Fire Hydrant	U	4.000	EA	482.00	1,928.00
150	Fire Hydrant Riser	U	2.000	EA	567.00	1,134.00
160	Remove & Relocate Fire Hydrant Riser	U	4.000	EA	184.00	736.00
170	8" x 8" Tee	U	2.000	EA	706.00	1,412.00
180	8" x 6" Tee	U	6.000	EA	523.00	3,138.00
190	8" Gate Valve & Box	U	10.000	EA	2,170.00	21,700.00
200	6" Gate Valve & Box	U	6.000	EA	1,440.00	8,640.00
210	8" x 45 Vertical Bend	U	8.000	EA	933.00	7,464.00
220	8" x 22 1/2 bend	U	18.000	EA	425.00	7,650.00
230	8" x 11 1/4 Bend	U	19.000	EA	425.00	8,075.00
240	8" Solid Sleeve	U	4.000	EA	475.00	1,900.00
250	Wet Connection	U	4.000	EA	546.00	2,184.00
260	Steel Encasement for 8" Water Line	U	40.000	LF	111.00	4,440.00
270	Remove 8" Water Line	U	5.000	LF	6.00	30.00
280	Remove 6" Water Line	U	12.000	LF	6.00	72.00
290	Remove Fire Hydrant	U	4.000	EA	66.00	264.00
300	Remove Fire Hydrant Riser	U	4.000	EA	66.00	264.00
310	Remove 8" x 6" Reducer	U	4.000	EA	6.00	24.00
320	1" SSS	U	79.000	EA	465.00	36,735.00
330	1" SLS	U	32.000	EA	761.00	24,352.00
340	Type A Aggregate Backfill	U	44.000	CY	70.00	3,080.00
350	Disinfection & Testing	U	1.000	LS	729.00	729.00
360	Traffic Control (No Bid)	U	1.000	LS		

Bid Total \Rightarrow \$301,608.00