

MAINTENANCE BOND
(Private Contract)

KNOW ALL MEN BY THESE PRESENT:

That We, FT Construction Company, Inc., as Principal, and
Old Republic Surety Company, as Surety, are
held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of
Twenty-Six Thousand, One Hundred Fifty-One Dollars
(\$ 26,151.00), 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 15th day of March, 20 23,
with DBG Construction, LLC,
the Principal agreed to construct improvements in the City of Oklahoma City, being:
Install 60 LF of Public Water Line for The Learning Experience Construction.

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

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.

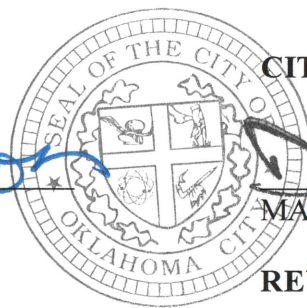
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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 15th day of August, 2023.

ATTEST:

Amy K. Simpson
City Clerk



CITY OF OKLAHOMA CITY

David Holt
MAYOR

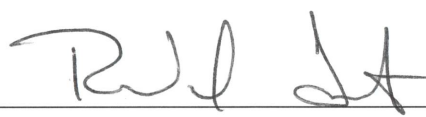
REVIEWED for form and legality.

Chris Hall
Assistant Municipal Counselor

EXECUTED this 29th day of March, 2023.

ATTEST:


Secretary/Witness Archie Marron

FT Construction Company, Inc.
Principal
By 
Randal Tate, Vice President

NOTARY STATEMENT

STATE OF Oklahoma)
) SS.
COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 3rd day of April, 2023,
by Randal Tate
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)




Notary Public

My Commission expires: 4/22/2024

My Commission No.: 04003686

EXECUTED this 29th day of March, 2023.

ATTEST: Old Republic Surety Company
Surety

David Faust
Secretary/Witness David Faust

By Matthew A. Pavlich
Matthew Pavlich, Attorney-in-Fact

NOTARY STATEMENT

STATE OF Oklahoma)
) SS.
COUNTY OF Washington)



Signed and sworn or affirmed before me on this 29th day of March, 2023,
by Matthew Pavlich
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)

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|--|
| DAVID FAUST NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES AUG. 22, 2023 COMMISSION # 03011302 |
|--|

David Faust
Notary Public
My Commission expires: 08/22/23 My Commission No.: 03011302



OLD REPUBLIC SURETY COMPANY

LFB7442775

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID E. FAUST, MATTHEW A. PAVLICH, OF BARTLESVILLE, OK

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of NOVEMBER, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of NOVEMBER, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

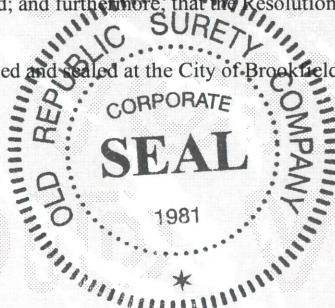
My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-8110

Signed and sealed at the City of Brookfield, WI this 29th day of March, 2023.



Karen J. Haffner

Assistant Secretary

BONDPRO, INC.



FTCONST-01

DMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2023

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 BancFirst Insurance Services, Inc. 13230 Pawnee Drive, Suite 205 Oklahoma City, OK 73114 | CONTACT NAME: Deb Morris | |
| | PHONE (A/C, No, Ext): (405) 948-7930 FAX (A/C, No): (405) 948-7346 | |
| INSURED FT Construction Company Inc 2201 S Eastern Avenue Oklahoma City, OK 73129 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Colony Insurance Co. | 39993 |
| | INSURER B: Grain Dealers Mutual Insurance | 22098 |
| | INSURER C: StarStone Specialty Insurance Company | |
| | INSURER D: CompSource Mutual Insurance Company | 36188 |
| INSURER E: Ohio Casualty Insurance | 24074 | |
| 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"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | 600GL018008302 | 8/1/2022 | 8/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | B1P5534D | 8/28/2022 | 8/28/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 081192220ALI | 8/1/2022 | 8/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PR/CO Aggregate \$ 5,000,000 |
| D | 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 Y | N/A | 01571404221 | 5/1/2022 | 5/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Leased/Rented | | | BMO57421983 | 8/1/2022 | 8/1/2023 | Per Item/Agg 250,000 |
| E | Installation | | | BMO57421983 | 8/1/2022 | 8/1/2023 | Jobsite Limit 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #WF 2022-00018, The Learning Experience, 10701 N Council Rd, Oklahoma City OK 73162

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City
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.

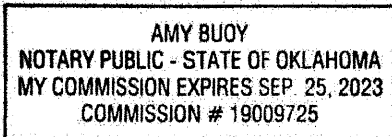
AUTHORIZED REPRESENTATIVE

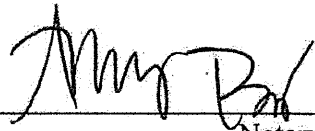
NOTARY STATEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF Oklahoma)

I, **Amy Buoy**, a Notary Public in and for said County and State, do hereby certify that on April 3, 2023 **Tim Paulk** personally known to me to be the same person and official who executed the above and forgoing instrument as Power of Attorney, appeared before me in person and acknowledged that, as such official, she executed the above instrument as her free and voluntary act on behalf **Grain Dealers Mutual Insurance Company; Ohio Casualty Insurance; Colony Insurance Company; CompSource Mutual Insurance Company**, 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.





Notary Public

My Commission expires: 09/25/2023
Commission Number: 19009725