

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.

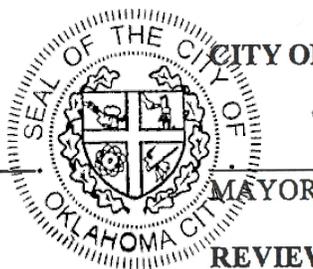
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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 6TH day of MAY, 2025.

ATTEST:

Amy K. Simpson
City Clerk



CITY OF OKLAHOMA CITY

David Holt

MAYOR

REVIEWED for form and legality.

Chad Hall
Assistant Municipal Counselor

EXECUTED this 27th day of June, 2023

M & M Ditching, Inc.

ATTEST:

Principal

Beverly Pilgrim
Secretary/Witness

By Mark Merchant
President

NOTARY STATEMENT

STATE OF OKLAHOMA)

) SS.

COUNTY OF OKLAHOMA)

Signed and sworn or affirmed before me on this 30 day of June, 2023,
by MARK MERCHANT

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)



Jim Pilgrim
Notary Public

My Commission, expires 4-10-25

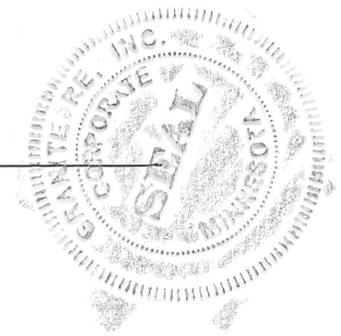
My Commission No.: 14003255

EXECUTED this 27th day of June, 2023

ATTEST: Granite Re, Inc. Surety

Brianna Tislow Secretary/Witness

By Vicki Wilson Vicki Wilson, Attorney-in-Fact



NOTARY STATEMENT

STATE OF Oklahoma)

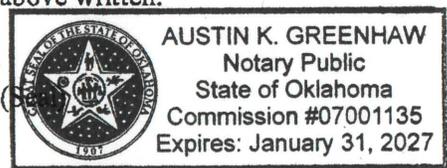
) SS.

COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 27th 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

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 27th 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)

