

MAINTENANCE BOND

Project SD-2023-00061 /ARP-23-0010-DPG

KNOW ALL MEN BY THESE PRESENTS:

That we United Trenching Inc., as Contractor, and Oklahoma Industries Authority, as Surety, are severally and jointly held and firmly bound unto Merchants National Bonding, Inc., referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Five Hundred Eighty-Nine Thousand Seven Hundred Forty-Five (\$ 589,745.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of Two (2) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

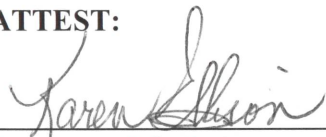
It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of Two (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor 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 Surety or the Contractor, or either of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

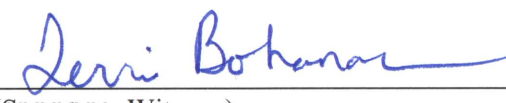

 (Secretary - ~~Witness~~) Karen Ellison

Contractor: United Trenching, Inc.

By: 
 As: Tony Ellison - President

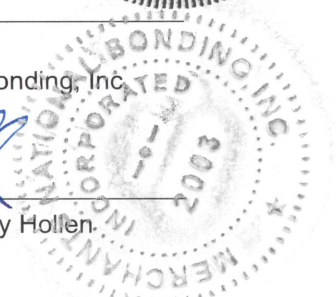


ATTEST:


 (Secretary - Witness)


Surety: Merchants National Bonding, Inc.

By: 
 As: Attorney-in-Fact Wendy Hollen



APPROVED by Awarding Public Agency this ____ day of _____,
 20 ____.

ATTEST:


 Assistant Secretary

OKLAHOMA INDUSTRIES AUTHORITY


 GENERAL MANAGER

REVIEWED AND APPROVED by the Council and signed by the Mayor of The City
of Oklahoma City this 25TH day of FEBRUARY, ~~2024~~ 2025

Amy K Simpson

CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt

MAYOR

REVIEWED for form and legality.

Frank Allen

ASSISTANT MUNICIPAL COUNSELOR

MERCHANTS
BONDING COMPANYTM
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,

Aaron Hart; 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.

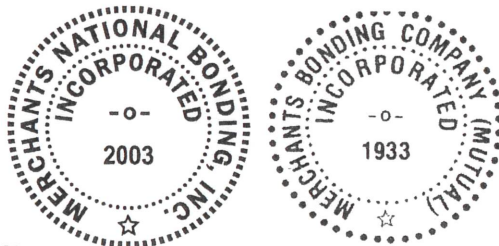
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 3rd day of February, 2024.



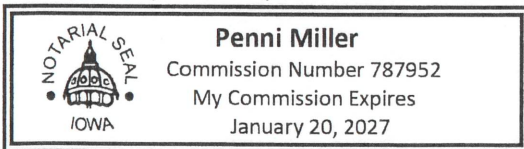
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, 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.



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

[Signature]
Notary Public

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 _____ day of _____



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2024

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	CONTACT NAME: Jamie Ritz
Insurance Agency of Mid America Inc	PHONE (A/C, No, Ext): (405) 691-0016
10009 S. Penn, Building E	FAX (A/C, No): (405) 691-0415
P. O. Box 890300	E-MAIL ADDRESS: jritz@midamericainc.com
Oklahoma City	INSURER(S) AFFORDING COVERAGE
OK 73189	INSURER A: National Fire Ins Co of Hartford
	INSURER B: Continental Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2024/2025 Casualty 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 OTHER:	Y	Y	7091865619	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 Ltd. Pollution \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7091865605	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7091865586	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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	7018634467	04/01/2024	04/01/2025	<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
A	INSTALLATION FLOATER			C 7015648227	04/01/2024	04/01/2025	LIMIT \$750,000 DEDUCTIBLE \$2,500

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

Project # SD-2023-00061 /ARP-23-0010-DPG 577 Sanitary Sewer Main Installation
As required by written contract, the Owner/Developer is Additional Insured as respects General Liability with completed operations as respects General Liability. Waiver of Subrogation applies in favor of Owner/Developer as respects General Liability. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 420 W Main St Oklahoma City	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 <i>W. M. McNeil</i>
OK 73102	

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Additional Named Insureds

Other Named Insureds

Ellison Investments LLC

Additional Named Insured

KRLE, LLC

Additional Named Insured

CITY OF OKLAHOMA CITY
2023
Project SD-2023-00061 /ARP-23-0010-DPG
OKC 577 Sanitary Sewer Main Installation
Beechwood Avenue to S Eastern Avenue

DETAILED BID FORM ITEMS

SD-2023-00061: Base Bid Items

Five hundred eighty-nine thousand seven

Total Bid Price: hundred forty-five and NO/100 Dollars \$ 589,745.00
(Dollars per unit written)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
1	135	LF	TRENCH EXCAVATION AND BACKFILL (0'-10')		
<u>Ten and NO/100</u> (Dollars per unit written)				Dollars \$ <u>10.00</u>	\$ <u>1,350.00</u>
2	1,135	LF	TRENCH EXCAVATION AND BACKFILL (10'-15')		
<u>Fifteen and NO/100</u> (Dollars per unit written)				Dollars \$ <u>15.00</u>	\$ <u>17,025.00</u>
3	328	LF	TRENCH EXCAVATION AND BACKFILL (15'-20')		
<u>Twenty and NO/100</u> (Dollars per unit written)				Dollars \$ <u>20.00</u>	\$ <u>6,560.00</u>
4	220	LF	BORING – 12-INCH CARRIER PIPE		
<u>One hundred forty-five and NO/100</u> (Dollars per unit written)				Dollars \$ <u>145.00</u>	\$ <u>31,900.00</u>
5	220	LF	BORING – CASING FOR 12-INCH CARRIER PIPE		
<u>Three hundred ninety and NO/100</u> (Dollars per unit written)				Dollars \$ <u>390.00</u>	\$ <u>85,800.00</u>
6	1,598	LF	POLY CHLORIDE (PVC) (12-INCH, SDR-35)		
<u>One hundred forty-five and NO/100</u> (Dollars per unit written)				Dollars \$ <u>145.00</u>	\$ <u>231,731.00</u>
7	220	LF	STEEL CASING PIPE (12-INCH CARRIER PIPE)		
<u>One hundred ten and NO/100</u> (Dollars per unit written)				Dollars \$ <u>110.00</u>	\$ <u>24,200.00</u>

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
8	10	EA	SANITARY SEWER MANHOLE (4'DIA.) (0'-6')		
	<u>Two thousand five hundred and NO/100</u>		Dollars	<u>\$ 2,500.00</u>	<u>\$ 25,000.00</u>
	(Dollars per unit written)				
9	92	VF	EXTRA DEPTH MANHOLE WALL (4' DIA.)		
	<u>Two hundred fifty and NO/100</u>		Dollars	<u>\$ 250.00</u>	<u>\$ 23,000.00</u>
	(Dollars per unit written)				
10	3,552	SY	SOLID SLAB SODDING		
	<u>Five and NO/100</u>		Dollars	<u>\$ 5.00</u>	<u>\$ 17,760.00</u>
	(Dollars per unit written)				
11	1	LS	DEFLECTION TEST (<24-INCH)		
	<u>Five hundred and NO/100</u>		Dollars	<u>\$ 500.00</u>	<u>\$ 500.00</u>
	(Dollars per unit written)				
12	1,598	LF	POST-CONSTRUCTION TELEVISION INSPECTION (CCTV)		
	<u>Five and NO/100</u>		Dollars	<u>\$ 5.00</u>	<u>\$ 7,990.00</u>
	(Dollars per unit written)				
13	1	LS	SEWER LEAK TEST (<24-INCH)		
	<u>Seven hundred fifty and NO/100</u>		Dollars	<u>\$ 750.00</u>	<u>\$ 750.00</u>
	(Dollars per unit written)				
14	10	EA	MANHOLE TESTING		
	<u>Five hundred and NO/100</u>		Dollars	<u>\$ 500.00</u>	<u>\$ 5,000.00</u>
	(Dollars per unit written)				
15	1	LS	CONSTRUCTION STAKING		
	<u>Ten thousand and NO/100</u>		Dollars	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
	(Dollars per unit written)				
16	1	LS	GPS "AS-BUILT" SURVEY		
	<u>Two thousand five hundred and NO/100</u>		Dollars	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>
	(Dollars per unit written)				

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
17	1	LS	CONSTRUCTION TRAFFIC CONTROL		
<u>Eight thousand NO/100</u> (Dollars per unit written)				Dollars \$ <u>8,000.00</u>	\$ <u>8,000.00</u>
18	1	LS	MOBILIZATION		
<u>Thirty thousand and NO/100</u> (Dollars per unit written)				Dollars \$ <u>30,000.00</u>	\$ <u>30,000.00</u>
19	1	LS	CLEARING AND GRUBBING		
<u>Forty-five thousand and NO/100</u> (Dollars per unit written)				Dollars \$ <u>45,000.00</u>	\$ <u>45,000.00</u>
20	1	LS	COLOR VIDEO/AUDIO RECORDING, PRE AND POST CONSTRUCTION		
<u>Ten thousand and NO/100</u> (Dollars per unit written)				Dollars \$ <u>10,000.00</u>	\$ <u>10,000.00</u>
21	114	TON	(18 INCH DIA.) (TYPE 1) PLAIN RIP-RAP		
<u>Fifty and NO/100</u> (Dollars per unit written)				Dollars \$ <u>50.00</u>	\$ <u>5,700.00</u>