

MAINTENANCE BOND
(Private Contract)

KNOW ALL MEN BY THESE PRESENT:

That We, M & M Ditching, Inc., as Principal, and
Granite Re, Inc., as Surety, are
held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of
Two Hundred Eighty Eight Thousand Eighty Five & 00/100 Dollars
(\$ 288,085.00), 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 6th day of October, 20 21,
with Ashton Court Phase II, L.L.C.,
the Principal agreed to construct improvements in the City of Oklahoma City, being:
Waterline to Serve Ashton Court 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.

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.

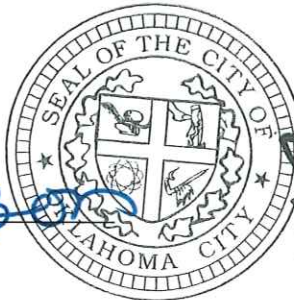
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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 22nd day of November, 2022.

ATTEST:

Amy K. Simpson
City Clerk



CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Cindy Keith
Assistant Municipal Counselor

EXECUTED this 12th day of October, 20 21.

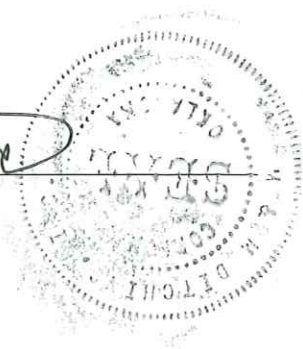
M & M Ditching, Inc.

ATTEST:

Principal

Brendy Pilgrim
Secretary/Witness

By Mark Merchant



NOTARY STATEMENT

STATE OF OKLAHOMA)

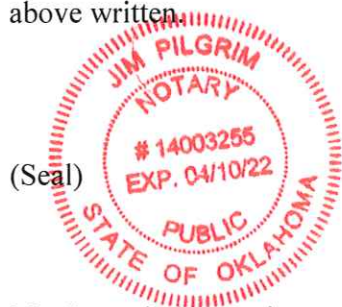
) SS.

COUNTY OF OKLAHOMA)

Signed and sworn or affirmed before me on this 19 day of OCTOBER, 20 21,
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: 4-10-22

My Commission No.: 14003255

EXECUTED this 12th day of October, 2021.

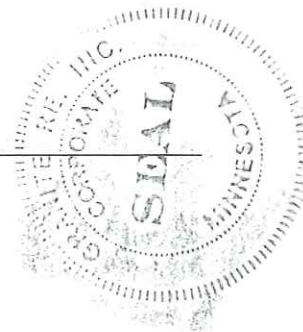
Granite Re, Inc.

ATTEST:

Surety

Careo Kennemer
Secretary/Witness

By Vicki Wilson



NOTARY STATEMENT

STATE OF Oklahoma)

) SS.

COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 12th day of October, 2021,
by Vicki Wilson

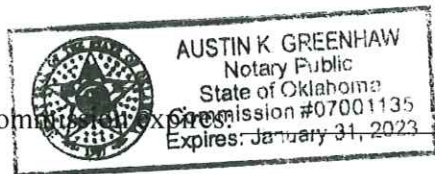
as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last
above written.

(Seal)

Austin K Greenhaw

Notary Public



My Commission Expires: January 31, 2023

My Commission No.: _____

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR.; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

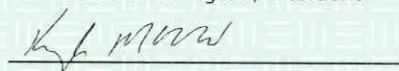
TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR.; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



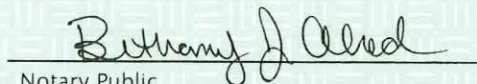

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

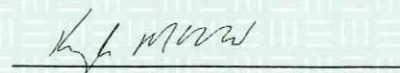
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

12th day of October, 2021.




Kyle P. McDonald, Assistant Secretary



M&MDITC-01

THOLEMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

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 Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Terry Holeman	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (405) 418-8626	E-MAIL ADDRESS: tholeman@rcins.com	
INSURED M & M Ditching, Inc. PO Box 179 Wheatland, OK 73097	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Ins Co		35289
	INSURER B: Continental Casualty Co		20443
	INSURER C: Columbia Casualty Ins Co		31127
	INSURER D:		
INSURER E:			
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		C5090957459	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			C5090957462	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<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			C5090957476	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC590957445	12/1/2020	12/1/2021	<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
C	Pollution Liability			6079878940	12/1/2020	12/1/2021	Each incident \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: WA-2020-00039 Public waterline to serve Ashton Court Phase 2

Additional insured applies to general liability if required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City
420 W. Main, 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 _____

COUNTY OF Oklahoma _____

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I, Lea Ann Patterson _____, a Notary Public in and *for* said
County and State, do hereby certify that on this 12 day of
October 2021 _____ Kyle Bradford
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 Rich & Cartmill
_____ 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.


Notary Public

00010380

Notary Commission Number

My Commission Expires:

07/29/2024

