

Bond #GR54500

**MAINTENANCE BOND**  
(Private Contract)

**KNOW ALL MEN BY THESE PRESENT:**

That We, All Roads Paving, 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 One Hundred Thirty Three Thousand Nine Hundred Thirty Two & 07/100 Dollars (\$ 133,932.07), 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 11th day of April, 2022, with Rogrebo, Inc., the principal agreed to construct improvements in the City of Oklahoma City, being:

Paving and Storm Sewer to Crestone Ridge IV

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 6th day of December, 20 22.

**ATTEST:**

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt  
MAYOR

**REVIEWED** for form and legality.

[Signature]  
Assistant Municipal Counselor

EXECUTED this 13th day of April, 20 22.

All Roads Paving, Inc.

ATTEST:

Principal

Bernie Bate  
Secretary/Witness

By David G Barnett

**NOTARY STATEMENT**

STATE OF OKLAHOMA )

) SS.

COUNTY OF CANADIAN )

Signed and sworn or affirmed before me on this 13th day of April, 20 22,  
by David G Barnett

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.



Nava A. Bailey  
Notary Public

My Commission expires: 6/16/2025

My Commission No.: 05005578

EXECUTED this 13th day of April, 2022.

ATTEST:

Granite Re, Inc.

Surety

Becky Killman

Secretary/Witness

Becky Killman, Witness

By

Vicki Wilson

Vicki Wilson, Attorney-in-fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

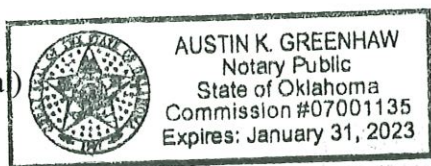
COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 13th day of April, 2022,  
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: 1/31/2023

My Commission No.: 07001135

**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:

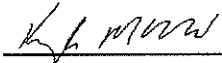
TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY 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 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



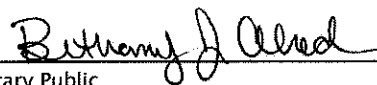
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> 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

13th day of April, 2022.



  
Kyle P. McDonald, Assistant Secretary



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

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).

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>Wiedemann Insurance Agency, Inc.<br>112 South 4th Street<br><br>Yukon OK 73099  |  | <b>CONTACT NAME:</b> Amanda Wiedemann<br><b>PHONE (A/C, No, Ext):</b> (405) 354-7920<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> amanda@okinsurancepro.com |  |
| <b>INSURED</b><br><br>All Roads Paving, Inc.<br>10200 NW 10TH ST<br><br>OKLAHOMA CITY OK 731277100 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: NATIONAL AMER INS CO NAIC # 23663<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>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  | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|-------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | Y           | MP29940035    | 02/01/2022              | 02/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                          | Y                  | Y           | MP29940035    | 02/01/2022              | 02/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.00  | Y                  | Y           | MB6020035     | 02/01/2022              | 02/01/2023              | EACH OCCURRENCE \$ 5,000,000.00<br>AGGREGATE \$ 5,000,000.00   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N                | N/A         | CW50090035    | 02/01/2022              | 02/01/2023              | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

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

Project: PD 2 2833 Crestone Ridge IV

The City of Oklahoma City and the Public Works Department are additional insureds with respect to liability arising out of the project or event."

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| The City of Oklahoma City and the Public Works Department<br><br>420 West Main<br>7th Floor<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Amanda Wiedemann</i> |
|---|--|

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NOTARY STATEMENT

STATE OF Oklahoma )  
COUNTY OF Canadian ) SS.

I, Mary Burton, a Notary Public in and for said County and State,  
do hereby certify that on this 12 day of April, 20 22  
Manda Wiedeman personally known to me to be the said person and  
official who executed the above and foregoing instrument as Representative,  
appeared before me in person and acknowledged that, as such official, he/she executed  
the above instrument as his free and voluntary act on behalf of  
National American Insurance Company 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.

Mary Burton  
Notary Public

My Commission expires:

4/3/23

MARY BURTON  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES APR. 03, 2023  
COMMISSION # 15003233