### DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30156020

## MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Principal, and Western Surety Company bound unto the City of Midwest City, Oklahoma, a munifull and just sum of Two Thousand Eight Hundred Seve such sum being not less than ten percent (10%) of the tot Midwest City Water Line - 208 S. Dougla: (the "Improvement"), for a period of 1 year the City Council of the City of Midwest City (the "Maint and truly to be made, we, and each of us, bind ourselves, severally, firmly by these presents:	, as Surety, are held and firmly cipal corporation in the state of Oklahoma, in the inty Eight & 85/100 (\$ 2,878.85), all contract price to construct or install s Avenue years after acceptance of the improvement by enance Period"), for the payment of which, well				
The conditions of this obligation are such that the Princip Principal and Alliance Property Developmer March , 20 22 , agreed to construct o City and to maintain the Improvement against any failure during the Maintenance Period.	nt, Inc dated the 21st day of r install the Improvement in the City of Midwest				
NOW, THEREFORE, if the Principal, during the Mainte against any failures due to defective materials or workman otherwise it shall remain in full force and effect.					
It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.					
Signed, sealed, and delivered this 21st	day of March , 20 22				
ATTEST Hendre	H & H Plumbing & Utilities, Inc.  Principal  By Alexandra				
Secretary	Western Surety Company				
Artest:	By Mulanu Cateney Melanie Ankeney Attorney-in-Fact				
Approved as to form and legality this day of	Maren, 20 J				
Accepted by the City Council of the City of Manuest City Clerk	this 28 day of February, 20 23				

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha



On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Bent M Root Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March, 2022.



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Form F4280-7-2012

#### **Authorizing By-Law**

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2022

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).

COVERAGES CERTIFICATE N	UMDED.						
Norman	OK 73072	INSURER F:					
		INSURER E:					
381 W Adkins Hill Rd		INSURER D: GuideOne National Insurance Company	14167				
H & H PLUMBING & UTILITIES, INC		INSURER C: Travelers Property Casualty Company of America	25674				
INSURED		INSURER B: THE CHARTER OAK FIRE INS CO	25615				
SCOTTSDALE	AZ 85258	INSURER A: THE PHOENIX INS CO	25623				
SUITE 118		INSURER(S) AFFORDING COVERAGE	NAIC#				
8687 E VIA DE VENTURA		E-MAIL ADDRESS: lh@TatumInsurance.com					
Tatum Insurance LLC		PHONE (A/C, No, Ext): (480) 939-4300 FAX (A/C, No):					
PRODUCER		CONTACT NAME: Laura Hafenscher CPCU AIS					
to the desired regime in the detailed in the detailed in the desired in the desired in the detail in the desired in the desire							

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	~
	X	CLAIMS-MADE X OCCUR	Y		DTCO-3K760728-PHX-22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300	0,000
								( )	5,000
A				Y				PERSONAL & ADV INJURY \$ 1,000	,000
	GEN	'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000	,000
	<u> </u>	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000	,000
		OTHER:						\$	
	⊢	OMOBILE LIABILITY	Y		810-3K753909-22-26-G	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT \$ 1,000	,000
	X	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person) \$	
В		AUTOS ONLY X AUTOS		Y				BODILY INJURY (Per accident) \$	
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
								\$	
	X	UMBRELLA LIAB X OCCUR			CUP-3K782106-22-26	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000	,000
C		EXCESS LIAB CLAIMS-MADE		Y				AGGREGATE \$ 5,000	,000
		DED X RETENTION\$ \$10,000						\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER	-
В	ANY OFFI	PROPRIETOR/PARTNER/EXECUTIVE N	N/A	Y	UB-3K761159-22-26-G	01/01/2022	01/01/2023	E.L. EACH ACCIDENT \$ 1,000	,000
ı	(Man	datory in NH) , describe under		1				E.L. DISEASE - EA EMPLOYEE \$ 1,000	,000
	DÉSC	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000	,000
D	C	Contractors Delleties I 1 1 114						Claims Made 2,000	,000
	D Contractors Pollution Liability				ENV562003939-01	01/01/2022	01/01/2023	Deductible 2	,500
								Retro Date 03/17/2	2017

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

PROJECT: MIDWEST CITY WATER LINE 208 S DOUGLAS AVENUE MIDWEST CITY OK. PUBLIC WATER LINE. General Liability: Blanket AI when required by written contract (#CGD246 04-19). Blanket Waiver of Subrogation when required by written contract (#CGD316 02-19). Blanket Primary/Non-Contributory when required by written contract (#CGD246 04-19). Automobile: Blanket AI when required by written contract (CAF135). Workers Compensation: Blanket Waiver of Subrogation when required by written contract (WC00313 00). Blanket 30 day notice of cancellation when required by written contract (ILT405)\*\*. Umbrella Liability: Blanket AI follow form with underlying coverages. \*\*Except 10-day notice of cancellation for non-payment of premium (IL0236).

CERTIFICATE HOLDER	CANCELLATION
CITY OF MIDWEST 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.
100 N MIDWEST CITY	AUTHORIZED REPRESENTATIVE
MIDWEST CITY OK 73110	Laura Hafenscher CPCU

## H & H Plumbing & Utilities, Inc.

Lic. No. OK 02653 381 W. Adkins Hill Road, Norman, OK 73072-9218 (405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor	: Alliance Property Development, Inc.	Ph.#: (405) 947-7280		Project:	Midwest City Wate	r Line
Address:	2800 NW 36th St., Suite 200	Ph.#:		Address:	208 S. Douglas Av	enue
	Oklahoma City, OK 73112	Email:			Midwest City, OK	
abor, mat	terials, taxes, permits, staking, and main	ntenance bonds for a com	plete <b>Si</b>	te Utility in	nstallation as descri	bed on the
lans and	outlined below.					
Public Wa	iter Line					
TEM#	ITEM		UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 water pipe		LF	371.83	32.00	11,898.56
2	Fire hydrant		EA	1	2,250.00	2,250.00
3	Fire hydrant riser (if needed)		EA	1	480.00	480.00
4	6" Gate valve & box		EA	1	1,250.00	1,250.00
5	6" x 90° Bend		EA	1	290.00	290.00
6	Type A aggregate backfill		CY	156	35.00	5,460.00
7	12" x 6" MJ Tapping sleeve		EA	1	2,900.00	2,900.00
8	6" Tapping valve & box		EA	1	1,450.00	1,450.00
9	1" Single short service		EA	4	650.00	2,600.00
10	Cut & repair concrete paving		SY	210	1.00 _	210.00
						28,788.56
	Inspection fees					575.77
	Maintenance bonds					125.00
						29,489.33

 Submitted By:
 Contract Amount
 \$ 29,489.33

 Accepted By:
 Title:
 Vice President
 Date:
 3/21/2022