

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond #RCB0046176

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, 4M Trenching, LLC,
as Principal, and RLI Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of Forty Nine Thousand Six Hundred Three & 60/100 dollars
(\$ 49,603.60), such sum being not less than ten percent (10%) of the total contract price to
construct or install Water Line to Stonetown - Parkway Expansion (the
"Improvement"), for a period of One (1) years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and Stonetown Parkway, LLC, dated the 3rd day of
May, 2023, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
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 4th day of May, 2023.

4M Trenching, LLC

Principal

ATTEST:

Zach Manning
Secretary

By [Signature]

RLI Insurance Company

Surety

ATTEST:

Carey Kennemer
Secretary

By Vicki Wilson
Vicki Wilson, Attorney-in-fact

APPROVED as to form and legality this 24 day of October, 2023.



[Signature]
City Attorney

ACCEPTED by the City Council of the City of Midwest City this 24 day of
October, 2023.

Sara Homer
City Clerk

[Signature]
Mayor



4MTRENC-01

THOLEMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2023

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 Terry Holeman	
	PHONE (A/C, No, Ext): (405) 418-8626	FAX (A/C, No):
E-MAIL ADDRESS: tholeman@rcins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Ins Co	35289
INSURER B:	Continental Casualty Co	20443
INSURER C:	Columbia Casualty Company	31127
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
4M Trenching, LLC
4912 Bishop Drive
Oklahoma City, OK 73128

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		C2095322440	8/8/2022	8/8/2023	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			C2095322437	8/8/2022	8/8/2023	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			C2095322454	8/8/2022	8/8/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> 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	WC5090789242	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution Liability			6072011239	8/8/2022	8/8/2023	Ea Occurrence \$ 1,000,000

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

Re: Water line to serve Stonetown - Parkway Expansion

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

CERTIFICATE HOLDER

CANCELLATION

City of Midwest City
100 N Midwest Blvd.
Midwest City, OK 73110

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

Terry Holeman

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford, Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Robert Jensen, Gary Liles, Randy D. Webb, Bobby Joe Young, Aaron Woolsey, Carey L. Kennemer, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of January, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

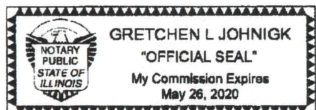
On this 2nd day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of May, 2023.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: PARKWAY EXPANSION

PROJECT LOCATION: 10301 SE 29th St Midwest City, OK 73130

TYPE OF CONSTRUCTION: WATER

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 833,367.24 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER MANAGER

Date: 9/18/23

STATE OF CO
COUNTY OF Apache)ss.

KELI NELSON
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20214028472
My Commission Expires 7/16/2025

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 18th day of Sept, 2023, personally appeared Manuel Ramirez, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 7/16/25

[Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature]
CONTRACTOR

Date: 9/21/2023

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 21st day of Sept, 2023, personally appeared Manuel Ramirez, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 4/12/27

TRICIA CLEMENT
NOTARY PUBLIC
11003361
EXP. 04/12/27
STATE OF OKLAHOMA

[Signature]
NOTARY PUBLIC

CONSTRUCTION AGREEMENT
STONETOWN – PARKWAY EXPANSION
WATER LINE

This Agreement made and entered into this 3rd day of May 2023, by and between the following: Stonetown Parkway, LLC, 720 S. Colorado Blvd, Suite 1150-N, Glendale, CO 80246, hereinafter referred to as "Owner/Developer", and 4M Trenching, LLC, 5321 SW 11th St, Oklahoma City, OK 73128 an Oklahoma Corporation, hereinafter referred to as "Contractor".

WHEREAS Owner/Developer is developing a certain tract of real estate in Oklahoma County, Oklahoma more particularly described as follows:

North and East fields of 10301 SE 29th St, Midwest City, OK 73130

Hereinafter referred to as the "Project;" and

WHEREAS Owner/Developer desires Contractor to provide materials and services for said Project in response to Contractor's bid, and any amendments thereto, dated the 3rd day of May 2023; and

WHEREAS contractor desires to provide the materials and service for the Project as set forth in said bid and any amendments thereto, a copy of which is attached hereto, marked Exhibit "A", and expressly made a part hereof:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree, and contract as follows:

[1] That the total contract price shall approximate \$496,036.00 USD in accordance with Contractor's bid and any amendments thereto. Contractor shall receive for the full and complete performance of the agreement for the construction required by the plans and specifications compensation from OWNER based upon the amounts and unit prices as set out in the CONTRACTOR'S proposal, a copy of the same being attached hereto and made part of this AGREEMENT marked as Exhibit "A" with payments to be made in accordance with the proposal.

In this regard, it is understood and agreed that in the event the quantities for unit price items used are less than those shown in the proposal, CONTRACTOR shall be paid a decreased sum based upon unit price items and by the same method of computation. In the event that the quantities for unit price items used exceed those shown in the proposal, CONTRACTOR shall be paid an increased sum based upon the unit price for unit price items as shown by the same method of computations. All lump sum bid items shall be paid a lump sum for the item when completed. The contractor shall provide to the Owner/Developer on the first [1st] day of each month an invoice for progressive work performed to date. Payment to the CONTRACTOR shall be made no later than the fifteenth [15th] day of said month. The progress payments may be subject to the approval of the designated Project engineer. Approval shall be denied only for good cause and shall be specified in writing to the Contractor. In addition to progress payment, Contractor may include the cost of major materials delivered to the site.

The owner/Developer may withhold a five [5%] percent retainage from each progress payment which may be held for a period of up to FIFTEEN [15] days from final acceptance of the Contractor's work by the Municipality, Owner/Developer or its agent.

Payments of partial and/or final estimates are due and payable within 15 days. Any pay request or invoice that becomes 30 days past due could be charged a finance charge of 1.5% per month.

[2] That Owner/Developer has caused certain plans and specifications to be drawn up by Johnson & Associates, Inc dated the 17th day of January 2023, and covering/depicting public water lines for the Project. That said plans and specifications have been approved by the Owner/Developer and are incorporated herein by reference as if the same were fully set forth. Sufficient copies of the plans and specifications shall be provided to Contractor and subcontractors so as to enable Contractor to efficiently complete its work.

[3] That Contractor has examined the water line plans and specifications covering the work to be performed and accepts the same. That Contractor has inspected the Project site and agrees to perform said construction to completion. If the Project requires special consideration, the following indicated addenda shall be attached hereto and made a part of this agreement.

	<u>YES</u>	<u>NO</u>
Rock Clause Addendum	[x]	
Survey/Staking Addendum	[x]	
Surface/Subsurface Addendum	[x]	
Material Storage Addendum	[x]	
Erosion Control Addendum	[x]	

[4] That Contractor shall at all times act as an independent contractor and shall furnish all materials, labor, machinery, tools and all other items necessary to complete the job in a workmanlike manner.

[5] That the Contractor shall observe all laws of the State of Oklahoma and the City of Midwest City, relating to the obstruction of roads, streets, and alleys. Contractor shall maintain all signals, barriers and notices that may be necessary to as to adequately protect employees and all other persons; and from all claims, suits, and action of every kind and description brought against the Owner/Developer on account of any injunction or damages received, sustained, or claimed by any party or parties or to any property resulting from the acts or omissions of the Contractor, Contractor's sub-contractors, employees, servants, agents or invitees as same pertains to contractor's work on the Project.

[6] *Contractor herewith expressly agrees to indemnify and hold harmless from all suits, actions, judgements, and damages of every kind and character brought or obtained against the OWNER on account of any injury or damages received, sustained, or claimed by any party or parties to any property resulting from the acts or omissions of the CONTRACTOR, its servants, agents, employees or subcontractors in doing the work herein contracted for or in consequences of negligent or willful act of any of said persons for any improper material used in its construction. That Contractor shall provide Certificates of insurance to the Owner/Developer showing coverage for:*

(A) Worker's Compensation as required by any State, Federal, or municipal law and/or regulation. Said coverage to be for Contractor's employees and the employees of any sub-contractor with a list of not less than \$100,000.

(B) Contractor's Compensation General Liability coverage, including Blanket Contractual Liability, Completed Operation Products Liability, XCI coverage and all other available under the Expended Business Liability Endorsement. Said coverage to be not less than \$1,000,000.00 combined single limit coverage.

(C) Automobile Liability coverage, including non-ownership and hired car coverage as well as owned vehicles, with a combined single limit coverage of not less than \$1,000,000.00.

Certificate(s) shall indicate that the General liability policy provides coverage for the indemnity obligation set forth in numerical paragraph Five [5].

[7] That Contractor shall secure maintenance bonds necessary for the performance its work on the Project at its expense. At Owner/Developer's request and expense, Contractor shall provide payment and performance bonds.

[8] That contractor shall be responsible for requesting from the proper public authorities all necessary inspections for its work mandated by State, Federal, or municipal law and/or regulation. Any fee charged for any required/necessary inspection shall be the responsibility of and paid for by the Owner/Developer.

Any testing required by the Owner/Developer [or agent thereof], State, Federal, or municipal authority, shall be the responsibility of the Owner/Developer and paid for by the same.

[9] That Contractor agrees to correct any defective workmanship by either replacement or repair for a period of one [1] year from the date of substantial completion of Contractor's work on the Project. Contractor shall have no responsibility or liability after said date.

[10] That Contractor shall, at the Owner/Developer's request, provide lien waivers for materials, the same to evidence its payment of all financial responsibilities for work performed under this Agreement prior to any requested payment. In a form acceptable to the Owner/Developer, Contractor may in lieu of lien waivers, provide a "Contractor's Certificate" certifying that all materials pertaining to contractor's work on the Project have been paid.

[11] That Contractor shall start work within ten [10] days following the issuance of a work order by Owner/Developer and Contractor shall complete the construction/installation herein described within Thirty-five (35) WORKING DAYS. A WORKING DAY IS DESCRIBED AS Monday through Friday except for recognized holidays.

In the event Contractor should find it impossible to carry on the work in the manner hereinabove specified, or to complete any part or portion or the whole of said work at the time or times herein provided, in consequence of any act, omission, neglect or delay on the part of the Owner/Developer, Owner/Developer's agent(s), or any other contractor employed by Owner/Developer, or an account of any inevitable accident or act of nature, or because of any 'strike' or concerted action taken by any workmen or laborers without the fault or connivance of the contractor, then an extension of time shall be granted for the prosecution and completion of said work. And such an extension of time shall be granted as shall make up for, and be equal to the period of lost time occasioned as aforesaid.

[12] That Contractor agrees to accept full responsibility for any citations issued as a result of Contractor's failure to comply with all requirements of the Williams-Steiger Occupational Safety and

Health Act of 1970, as amended. The Contractor further agrees to remain in full compliance with the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, at all times.

[13] That inasmuch as this Agreement is made upon Contractor's unique qualifications and responsibility, and inasmuch as the payments to be made hereunder are intended to finance performance, Contractor agrees that it will not assign or otherwise transfer this Contract without first obtaining the Owner/Developer's written consent.

[14] That Owner/Developer shall not be responsible in any manner for the equipment of the Contractor used to perform the work hereunder or the property of its employees and subcontractors.

[15] That this writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement and signed by all the parties hereto.

Change orders by the Owner/Developer, or its agent, must be in writing and approved by the Contractor and any additional compensation set forth therein.

[16] That no waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

[17] That should the work be stopped by any public authority for a period of three [3] days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the Owner/Developer for a period of three [3] days, or should the Owner/Developer fail to pay the contractor any payment within twenty [20] days after it is due, then the Contractor upon two [2] days' written notice to the Owner/Developer, may stop work or terminate this Agreement and recover from the Owner/Developer payment for all work executed and any loss sustained and reasonable profit and damages. Should Contractor leave the Project as the result of one of the above conditions and returns to complete the work, then in that event, Contractor shall be entitled to reimbursement for redeployment of its equipment, etc.

[18] That this Agreement shall be binding upon and incur to the benefit of each party hereto, his or its heirs, personal representatives, successors, trustees and assigns.

[19] That this Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

[20] That this Agreement, addenda, and amendments thereof shall be governed and construed in accordance with the law of the State of Oklahoma and the venue for the determination of any dispute shall be Oklahoma County, Oklahoma.

[21] That time is of the essence to this Agreement.

CONTRACTOR:

4M TRENCHING, LLC

By: Mitchell Manning

Title: Manager

OWNER/DEVELOPER:

STONETOWN PARKWAY, LLC

By: [Signature]

Title: Authorized Signatory

Surface/Subsurface Addendum

Contractor will promptly, upon discovery, notify Owner/Developer of any latent surface or subsurface condition not contemplated in the plans and specifications and Contractor's bid. If it is determined that such a condition is of a significant nature, an appropriate change order shall be entered into reflecting any additional work and the cost thereof.

Rock Clause Addendum

Any exaction requiring an excavator over a 200-class machine will require additional mobilization and additional cost for trenching.

Survey/Staking Addendum

Owner/Developer shall be responsible for all surveying and necessary staking and any associated costs in regard to the plans and specifications and Contractor's work.

Material Storage Addendum

Once materials are delivered to the Project site, title/ownership shall pass to the Owner/Developer and any loss shall be borne by the Owner/Developer. The Contractor shall not be responsible for the insuring, storage, or protection of said materials.

Erosion Control Addendum

Owner/Developer shall be responsible for the installation and maintenance of all erosion control devices including silt fence, rock bags, and sod or seeding and confirm erosion control is installed outside of the areas and location where excavation and construction is to be performed.

APPENDIX A

4/28/2023 2:42:46PM

PROPOSAL



4M TRENCHING, LLC

5321 SW 11TH STREET
OKLAHOMA CITY, OK. 73128-2415

Contact: Manuel Ramirez
Phone: 405-942-4175
Fax: 405-942-4176

Quote To: Johnson & Associates
1 E. Sheridan Ave. Suite 200
Oklahoma City, OK. 73104
Phone: 405-235-8078
Email:

Job Name: Parkway Expansion Water Line
Date of Plans: 6/29/2022
Bid Date: 1/17/2023
Revision Date: 4/28/2023
Revision#: 2

DUE TO THE VOLITILITY IN MATERIAL PRICES THJS BID
IS VALID FOR 1 DAY.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
01	6" Water Line (C900 PVC)	4,478.00	LF	53.50	239,573.00
02	18" x 6" Tapping Sleeve	2.00	EA	5,136.00	10,272.00
03	6" Tapping Valve & Box	2.00	EA	2,320.00	4,640.00
04	6" x 6" Tee	14.00	EA	600.00	8,400.00
05	6" Gate Valve & Box	21.00	EA	1,440.00	30,240.00
06	6" x 3" Reducer	1.00	EA	421.00	421.00
07	6" x 90 Bend	3.00	EA	422.00	1,266.00
08	6" x 45 Bend	20.00	EA	566.00	11,320.00
09	6" x 22 1/2 Bend	4.00	EA	370.00	1,480.00
10	6" x 11 1/4 Bend	3.00	EA	370.00	1,110.00
11	3" Meter	1.00	EA	13,066.00	13,066.00
12	10.5' x 7' Meter Vault	1.00	EA	55,621.00	55,621.00
13	Fire Hydrant	9.00	EA	4,230.00	38,070.00
14	12" Riser (If Req'd)	9.00	EA	753.00	6,777.00
15	1" Single Short Service (SSS)	57.00	EA	621.00	35,397.00
16	1" Single Long Service (SLS)	17.00	EA	848.00	14,416.00
17	Remove & Replace Exist. Asphalt Paving	12.00	SY	156.00	1,872.00
18	Sand Bedding	656.00	CY	24.00	15,744.00
19	Disinfection & Testing	1.00	LS	1,120.00	1,120.00
20	Cont Exist. Private Domestic WL to Prop. MTR Vlt.	1.00	EA	5,231.00	5,231.00

GRAND TOTAL

\$496 036.00

NOTES:

Thank you for the opportunity to bid the project.

This proposal will be included in the contract as a contract exhibit if 4M Trenching Inc. is awarded the project.

EXCLUSIONS:

Permit, Impact, meter or Inspection fees
Erosion Control

Sod
Landscaping
Soil Testing fees
Surveying/Construction staking
Relocating or replacing existing utilities
Clearing & Grubbing(Unless there is a specific bid item)

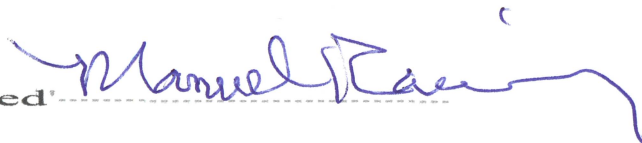
BID TERMS AND CONDITIONS

This bid is valid only upon execution of a mutually agreeable contract and schedule.

The bid quantities and items used to develop the bid have been provided by the engineer and approved by the owner using the plan quantities and/or quantities provided within specification book or bid form. Due to the volatility of material prices this bid is valid for 1 (ONE) Day from the bid date. This bid overrides any verbal and or written preliminary estimates that may have been discussed prior to being issued final plans for the bid. The unit prices bid per item and the final quantities of each item used to complete the project will be used to determine the final total contract price plus any change orders issued for the project. Unit prices for bid items will vary from any other previous projects due to material prices, overhead and project conditions. Any fees for permits, inspections, material testing, compaction testing, surveying and engineering unless specified in the bid documents and listed as a bid/pay item will be the responsibility of the owner and any additional work or expenses incurred by the contractor may result in additional payment due to the contractor.

If unknown conditions such as excessively hard rock or ground water etc. are encountered at the site which are subsurface or otherwise concealed physical conditions and are not indicated on the plans, specs or geo tech reports then notice will be given to all parties involved that a change in contract price and time required to perform the work may occur.

Signed _____

A handwritten signature in blue ink, appearing to read "Manuel Ramirez", is written over a dashed line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.