

MAINTENANCE BOND

(Private Contract)

KNOW ALL MEN BY THESE PRESENT:

That We, Luckinbill Construction Company, LLC, 409 Centennial Blvd., Edmond, OK 73013, as Principal, and RLI Insurance Company, 9025 N. Lindbergh Dr., Peoria, IL 61615, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Fifty Six Thousand Twenty Five and 00/100----- Dollars (\$ 56,025.00), 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 24 day of June, 20 24, with Luckinbill Construction Company, LLC, 409 Centennial Blvd., Edmond, OK 73013, the Principal agreed to construct improvements in the City of Oklahoma City, being:

Project # WF - 2023-00090 - 2943 NW 61st Terr.
install new fire hydrant

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.

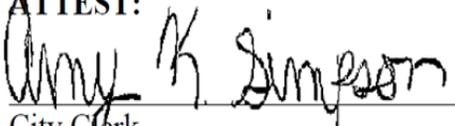
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after the final formal acceptance of said project 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.

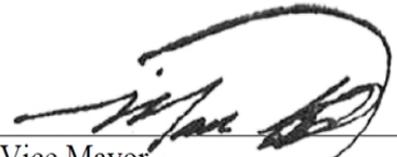
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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 5TH day of NOVEMBER, 2024.

ATTEST:

City Clerk




Vice Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor

EXECUTED this 24th day of June, 202024.

Luckinbill Construction Company, LLC

ATTEST:

Principal

Cindy Cooley
Secretary/Witness

By Robert Gibson
Robert Gibson, Managing Member



NOTARY STATEMENT

STATE OF Oklahoma)

) SS.

COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 24th day of June, 2024,
by Robert Gibson

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.



Katae Sarwansingh
Notary Public

My Commission expires: may 21, 2028

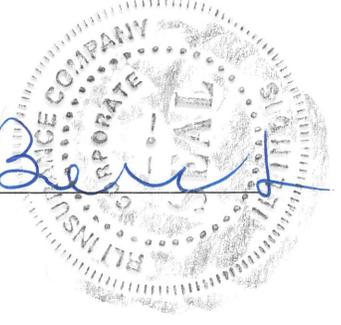
My Commission No.: 20005914

EXECUTED this 24th day of June, 2024.

ATTEST: RLI Insurance Company
Surety

Brandy M Miller
Secretary/Witness

By Donald C. Bowers
Donald C. Bowers



NOTARY STATEMENT

STATE OF Oklahoma)

) SS.

COUNTY OF Canadian)

Signed and sworn or affirmed before me on this 24th day of June, 2024,
by Donald C. Bowers

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.



Adelaida F. Sutton
Notary Public Adelaida Sutton

My Commission expires: 1/25/2027

My Commission No.: 03000351

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:

Adelaida Sutton, Donald C. Bowers, Joshua Curran, Jim Keitz, Kelly Stebbins, Brandy Million, Nicole Campbell, Suzanne Pritchard, Gabrielle Thompson, 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 Sr. Vice President with its corporate seal affixed this 13th day of February, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 13th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, 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 24th day of June, 2024.

By: Jill A. Scott
Jill A. Scott Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE OF ACKNOWLEDGMENT

State of Illinois

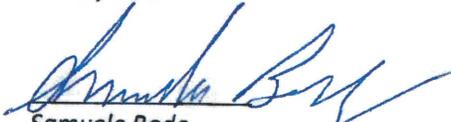
County of Cook

On this, the 9th day of July, before me a notary public, the undersigned officer, personally appeared Tracy Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public


Samuele Bode

My commission expires the 17th Day of April, 2027