

**MAINTENANCE BOND**

(Private Contract)

Bond Number: 235979F

**KNOW ALL MEN BY THESE PRESENT:**

That We, First Water Contracting LLC, as Principal, and Westfield Insurance Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Thirty Thousand One Hundred Ten & 00/100 Dollars (\$ \$30,110.00 ), 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 13th day of September, 2022 with Premium Land, LLC, the principal agreed to construct improvements in the City of Oklahoma City, being:

Storm Sewer to serve Still Meadows 5

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 26TH day of SEPTEMBER, 2023.

ATTEST:

Amy K. Simpson  
City Clerk



CITY OF OKLAHOMA CITY

David Holt

MAYOR

**REVIEWED** for form and legality.

Chris Hall

Assistant Municipal Counselor

EXECUTED this 16<sup>th</sup> day of September, 2022

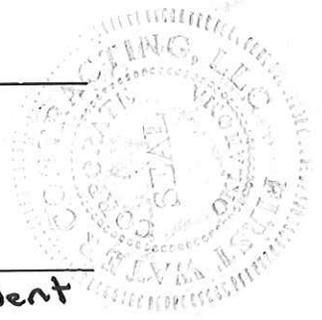
First Water Contracting LLC

ATTEST:

Principal

Pachito Cardenas  
Secretary/Witness

By [Signature]  
Greg Homan - Vice President



NOTARY STATEMENT

STATE OF Oklahoma )

) SS.

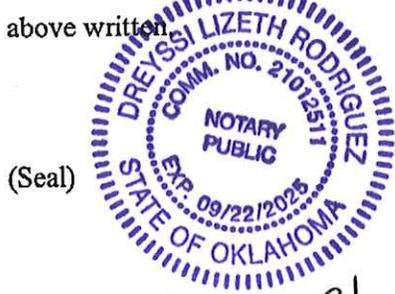
COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 16<sup>th</sup> day of September, 2022,

by Greg Homan

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



[Signature]  
Notary Public

My Commission expires: 9/22/2025

My Commission No.: 21012511

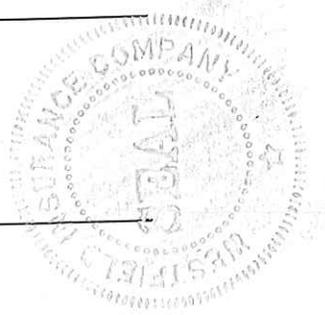
EXECUTED this 15th day of September, 2022

Westfield Insurance Company  
Surety

ATTEST:

Becky Killman  
Secretary/Witness Becky Killman

By Vicki Wilson  
Vicki Wilson, Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

SS.

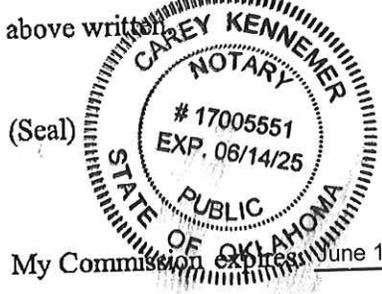
COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 15th day of September, 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.



Carey Kennemer  
Notary Public

My Commission expires June 14, 2025

My Commission No.: 17005551

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/20/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3520502 04

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TRAVIS E. BROWN, MARK D. NOWELL, DWIGHT A. PILGRIM, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, SHELLI R. SAMSEL, CAREY KENEMER, DEBORAH L. RAPER, JOINTLY OR SEVERALLY

of OKLAHOMA CITY and State of OK its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of September A.D., 2022



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



FIRSWAT-01

MLUNSKI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2022

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> Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	<b>CONTACT NAME:</b> Michelle Lunski <b>PHONE (A/C, No, Ext):</b> (405) 418-8611 <b>E-MAIL ADDRESS:</b> mlunski@rcins.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> First Water Contracting, LLC 2400 SE 15th St Oklahoma City, OK 73129	<b>INSURER A :</b> Continental Ins Co		<b>35289</b>
	<b>INSURER B :</b> Valley Forge Ins Co		<b>20508</b>
	<b>INSURER C :</b> Continental Casualty Co		<b>20443</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**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:			6057111287	3/8/2022	3/8/2023	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					
			\$					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6057111290	3/8/2022	3/8/2023	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6057111323	3/8/2022	3/8/2023	EACH OCCURRENCE	\$ 5,000,000
		AGGREGATE	\$ 5,000,000					
		Prod-Comp Ops	\$ 5,000,000					
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6057111306	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
		E.L. EACH ACCIDENT	\$ 1,000,000					
		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
A	Equipment Floater			6057111287	3/8/2022	3/8/2023	Occurrence/Aggregate	2,000,000
C	Prof/Poll Liability			6057537111	3/8/2022	3/8/2023		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excluded Officers: Denver Saxton and Judd Vanmeter.

Project: Stillmeadows 5- Storm Sewer (DD-0923)

<b>CERTIFICATE HOLDER</b>  City of Oklahoma City 420 West Main Street, Ste 700 Oklahoma City, OK 73102	<b>CANCELLATION</b>  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 )  
 ) S  
COUNTY OF Oklahoma )

I, Michelle D Lunski, a Notary Public in and for said County and State, do hereby certify that on this 13th day of September, 2022, Mark Nowell 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, Inc. 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.

Michelle D Lunski  
Notary Public

21000443  
Notary Commission Number

My Commission Expires:

01/12/2025  
(Seal)

