

**MAINTENANCE BOND**

(Private Contract)

Bond Number: 30189112

**KNOW ALL MEN BY THESE PRESENT:**

That We, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of One Hundred One Thousand Eighty Six & 00/100 Dollars (\$ 101,086.00 ), 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 25<sup>th</sup> day of April, 20 23, with Zerby Interests, the Principal agreed to construct improvements in the City of Oklahoma City, being:

NW 178<sup>th</sup> & N May  
Public Sanitary Sewer SD-202200124

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.

Revised 1/15/08

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.

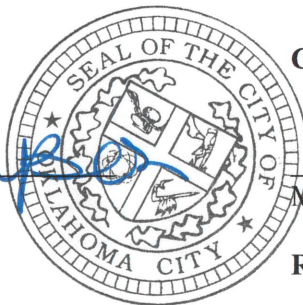
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

**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 16<sup>th</sup> day of January, 2024.

**ATTEST:**

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

Dail Holt  
MAYOR

**REVIEWED** for form and legality.

Chad Hall  
Assistant Municipal Counselor

EXECUTED this 2 day of May, 2023.

H & H Plumbing & Utilities, Inc.

ATTEST:

Principal

[Signature]  
Secretary/Witness Chad Hendrix

By [Signature]  
Carl Hendrix, Vice President

**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF McClain )

Signed and sworn or affirmed before me on this 2nd day of May, 2023,  
by Carl Hendrix

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.

(Seal)



[Signature]  
Notary Public

My Commission expires: 3/25/24

My Commission No.: 00004054

EXECUTED this 25th day of April, 2023.

ATTEST:

Western Surety Company

Surety

*Leann Castillo*

Secretary/Witness

By

*Melanie Ankeney*

Melanie Ankeney, Attorney-In-Fact

**NOTARY STATEMENT**

STATE OF Arizona )

) SS.

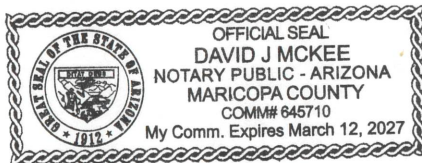
COUNTY OF Maricopa )

Signed and sworn or affirmed before me on this 25th day of April, 2023,  
by Melanie Ankeney

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)



*David McKee*

Notary Public

My Commission expires: 3-12-2027

My Commission No.: 645710



# 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 } ss

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



M. Bent, 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 25<sup>th</sup> day of April, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2023

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).

<b>PRODUCER</b> Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258		<b>CONTACT NAME:</b> Laura Hafenscher CPCU AIS <b>PHONE (A/C No, Ext):</b> (480) 939-4300 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lh@TatumInsurance.com																						
<b>INSURED</b> H & H PLUMBING & UTILITIES, INC 381 W ADKINS HILL RD NORMAN OK 73072		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: THE PHOENIX INSURANCE COMPANY</td><td>25623</td></tr><tr><td colspan="2">INSURER B: THE CHARTER OAK FIRE INS CO</td><td>25615</td></tr><tr><td colspan="2">INSURER C: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td colspan="2">INSURER D: Westchester Surplus Lines Insurance Company</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: THE PHOENIX INSURANCE COMPANY		25623	INSURER B: THE CHARTER OAK FIRE INS CO		25615	INSURER C: Travelers Property Casualty Company of America		25674	INSURER D: Westchester Surplus Lines Insurance Company			INSURER E:			INSURER F:		
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**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	Y	Y	DT-CO-3K760728-PHX-23	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	810-3K753909-23-26-G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CUP-3K782106-23-26	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
								\$
	DED RETENTION \$							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	UB-3K761159-22-26-G	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Contractors Pollution Liability			G74392386 001	01/01/2023	01/01/2024	CLAIMS MADE	2,000,000
							DEDUCTIBLE	2,500

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

PROJECT: NW 178th & N May OKLAHOMA CITY OK. Public Sanitary Sewer SD-2022-00124. 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 OKLAHOMA CITY 420 WEST MAIN STE 700 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.
	AUTHORIZED REPRESENTATIVE <i>Laura Hafenscher</i>

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State of Arizona

County of Maricopa

I, David J. McKee a Notary Public in and for said

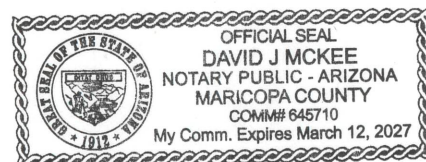
County and State, do hereby certify that on this 25th day of April 2023 Laura Hafenscher personally known to me to be the same person and official who executed the above Foregoing instrument as Authorized Representative, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Tatum Insurance and Continental Insurance and Continental Casualty Co. pursuant to authority conferred and for the uses and purposes therein set forth.

In witness thereof, I have hereunto set my hand and seal the day and year last above written.

By: David J. McKee  
Notary Public  
David J. McKee

My Commission Expires:

3-12-2027





# MEMORANDUM

## The City of OKLAHOMA CITY

Council Agenda  
Item No. 1x.u  
[[!{{item.number}}!]]  
1/2/2024  
16

TO: Mayor and City Council

FROM: Craig Freeman, City Manager

Acceptance of two privately constructed water and wastewater main projects, SD-2022-00124 NW 178th ST, located south of NW 178th Street and east of N May Avenue, and WA-2022-00101 ~~112 Industrial, located north of W Hefner Road and west of N Western Avenue, and placing the maintenance bonds into effect as of the final completion dates. Wards 7 and 8.~~

**Location:**

South of NW 178th Street and east of N May Avenue, and north of W Hefner Road and west of N Western Avenue

**Purpose:**

To place the maintenance bonds into effect for the privately constructed water and wastewater main projects which will become the maintenance responsibility of the Utilities Department.

**Review:**

Utilities Department

**Recommendation:** Projects be accepted, and maintenance bonds be placed into effect.