

**MAINTENANCE BOND**

(Private Contract)

Bond Number: 54245515

**KNOW ALL MEN BY THESE PRESENT:**

That We, Lopp Construction, LLC, as Principal, and United Fire & Casualty Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Nine Hundred Thirty-one Thousand Eight Hundred Seventy-eight & 00/100 Dollars (\$931,878.00), 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, 2022 with Sherwood Construction Co., Inc., the principal agreed to construct improvements in the City of Oklahoma City, being:

Storm Sewer to Serve Okana Land Development

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.

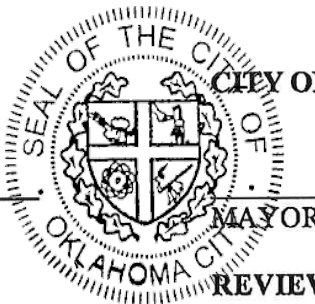
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

**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 4TH day of JUNE, 2024.

**ATTEST:**

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt

**MAYOR**

**REVIEWED** for form and legality.

[Signature]  
Assistant Municipal Counselor

EXECUTED this \_\_\_ day of \_\_\_\_\_, 20\_\_

Lopp Construction, LLC

ATTEST:

Principal

Sarah Parker  
Secretary/Witness

By Arista Lopp

**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Payne )

Signed and sworn or affirmed before me on this 23<sup>rd</sup> day of June, 20 22  
by Arista Lopp

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)



Jeanne Robinson  
Notary Public

My Commission expires: 06/03/24

My Commission No.: 16005447

EXECUTED this 21st day of June, 2022

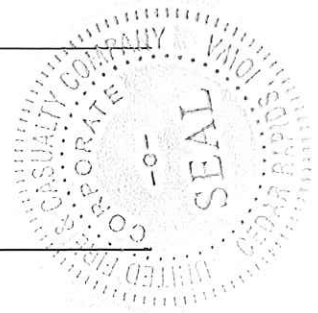
ATTEST:

United Fire & Casualty Company

Surety

Suzanne Wilson  
Secretary/Witness

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 21st day of June, 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.

(Seal)



Deborah Raper  
Notary Public

My Commission expires: July 22, 2023

My Commission No.: 11006695



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMIE BURRIS, CATHY COMBS, VAUGHN P. GRAHAM, JR., VAUGHN P. GRAHAM, STEPHEN M. POLEMAN, JOHN K. DEER, THOMAS C. PERRAULT, DEREK FINE, TRAVIS E. BROWN, DEBORAH L. RAPER, VICKI WILSON, AUSTIN K. GREENHAW, SHELLI SAMSEL, DWIGHT A. PILGRIM, CLAYTON HOWELL, MARK D. NOWELL, JOHN MCCLELLAN, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN LEWIS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of February, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 4th day of February, 2021

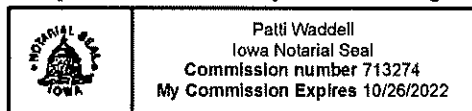


UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss:

On 4th day of February, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

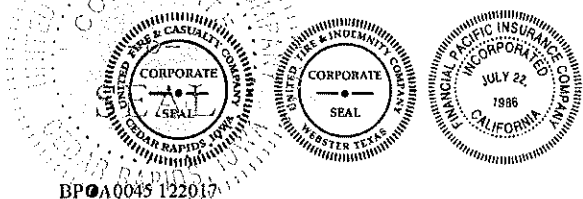


*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of June, 2022.

By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC







LOPPCON-02

DSHEPARD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2022

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).

PRODUCER  
Rich & Cartmill, Inc.  
9401 Cedar Lake Avenue  
Oklahoma City, OK 73114

CONTACT NAME: Diane Shepard  
PHONE (A/C, No, Ext): (405) 463-7520  
E-MAIL ADDRESS: dshepard@rcins.com  
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Ins Co

35289

INSURER B: COMPSOURCE MUTUAL INS CO

36188

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Lopp Construction LLC  
7420 S. Coyle Road  
Coyle, OK 73027

## 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	X		6018529162	7/1/2022	7/1/2023	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
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	OTHER:						
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	X		6018529176	7/1/2022	7/1/2023	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"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6018529159	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01542680 21 1	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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			6018529162	7/1/2022	7/1/2023	Lsd/Rntd \$ 250,000
A	Installation/Builder			6018529162	7/1/2022	7/1/2023	Inst Fltr \$ 564,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: DD-0925 Storm Shelter to serve Okana Land Development.

AS REQUIRED BY WRITTEN CONTRACT - The City of Oklahoma City is Additional Insured, with regards to the Commercial General Liability & the Commercial Automobile Liability, as afforded by forms CNA75079 & CNA74705.

## CERTIFICATE HOLDER

## CANCELLATION

City of Oklahoma City  
420 W. Main Street  
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



AGENCY CUSTOMER ID: LOPPCON-02

DSHEPARD

LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>Rich &amp; Cartmill, Inc.</b>		NAMED INSURED <b>Lopp Construction LLC</b> 7420 S. Coyle Road Coyle, OK 73027	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Referenced forms are available upon request.

Limited Pollution Liability- Worksites Endorsement

Policy-

Carrier- The Continental Insurance Co.

Policy # 6018529162

Effective 7/1/2022 - 7/1/2023

Form CNA74844XX (04-15) - Limited Pollution Liability Aggregate Limit- \$2,000,000

Each Limited Pollution Incident Limit- \$1,000,000

NOTARY STATEMENT

STATE OF Oklahoma

SS.

COUNTY OF Oklahoma

I, Carey Kennemer, a Notary Public in and for said County  
and State, do hereby certify that on this 30th day of June, 2022,  
Gary Liles personally known to me to be the same person and official who  
executed the above and foregoing instrument as Agent,  
appeared before me in person and acknowledged that, as such official, he/she executed the  
above instrument as his free and voluntary act on behalf of Continental Ins Co. & CompSource Mutual  
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.

Carey Kennemer  
Notary Public

6-14-25  
My commission expires and My Commission No. is: 17005551

(Seal)

