

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 25th 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 beand 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.

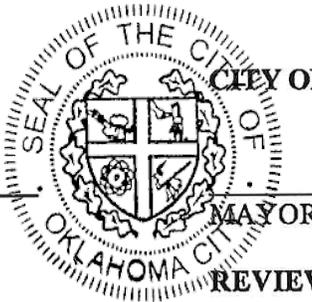
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, 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.

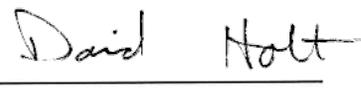
ATTEST:



City Clerk



CITY OF OKLAHOMA CITY



MAYOR

REVIEWED for form and legality.



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 23rd day of June, 2022
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)



Berna Robinson
Notary Public

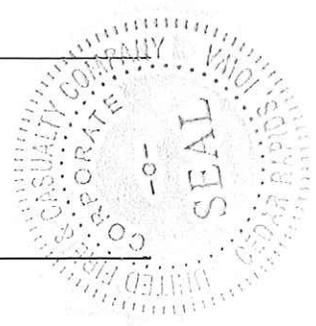
My Commission expires: 06/03/24

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

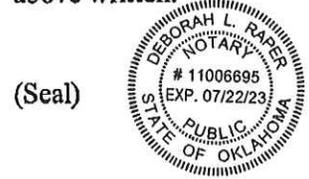


NOTARY STATEMENT

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.



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

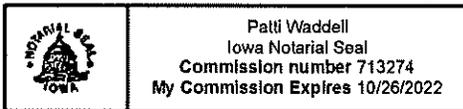


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Lim, ss:

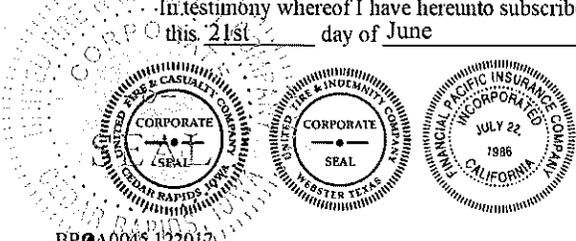
On 4th day of February, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and 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



AGENCY CUSTOMER ID: LOPPCON-02

DSHEPARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

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)

