

**MAINTENANCE BOND**  
(Private Contract)

Bond Number: 8051815

**KNOW ALL MEN BY THESE PRESENT:**

That We, Wee Construction Co., as Principal, and Amerisure Mutual Insurance Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of One Hundred Thirty Thousand Eight Hundred Sixty-four & 00/100 Dollars (\$130,864.00), 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 18 day of September, 2023 with R & R Land Development, LLC, the principal agreed to construct improvements in the City of Oklahoma City, being:

Whispering Creek Phase 3 - Sewer

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



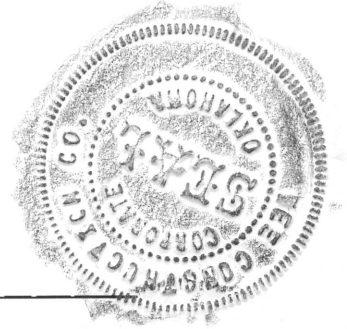
**CITY OF OKLAHOMA CITY**

David Holt  
MAYOR

**REVIEWED** for form and legality.

Frank Myer  
Assistant Municipal Counselor

EXECUTED this 19 day of September, 2023



Wee Construction Co.

ATTEST:

Principal

Kelly Rollins  
Secretary/Witness

By Eric Hendrix

**NOTARY STATEMENT**

STATE OF Oklahoma )

SS.

COUNTY OF McCain )

Signed and sworn or affirmed before me on this 19 day of September, 2023,  
by Eric 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.



Kelly Rollins  
Notary Public

My Commission expires: 12-12-24

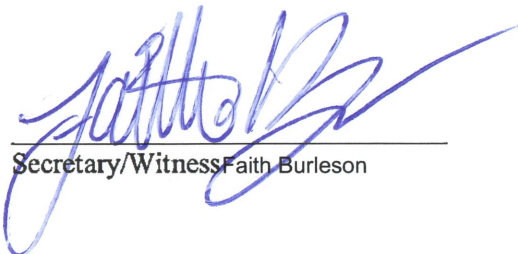
My Commission No.: 00018633

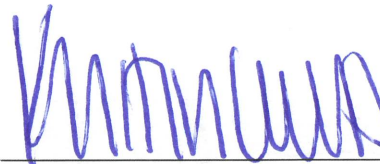
EXECUTED this 18th day of September, 2023

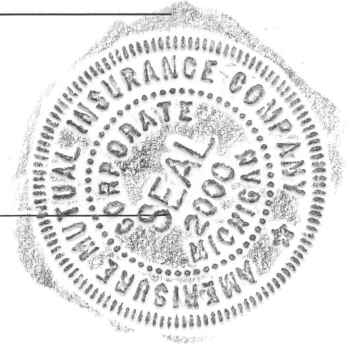
ATTEST:

Amerisure Mutual Insurance Company

Surety

  
Secretary/Witness Faith Burleson

By   
Kristin Lewis, Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Tulsa )

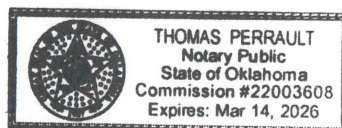
Signed and sworn or affirmed before me on this 18th day of September, 2023


by Kristin Lewis

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)



  
Notary Public

My Commission expires: March 14, 2026

My Commission No.: 22003608





AMERISURE MUTUAL INSURANCE COMPANY  
 AMERISURE INSURANCE COMPANY  
 AMERISURE PARTNERS INSURANCE COMPANY

### POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, JOSHUA BRYAN,  
 DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL, VICKI WILSON, AUSTIN K. GREENHAW,  
 CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES, THOMAS PERRAULT and **KRISTIN LEWIS**

of Rich & Cartmill, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS**

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito  
 Michael A. Ito, Senior Vice President Surety

By:

Aaron Green  
 Aaron Green, Vice President Surety

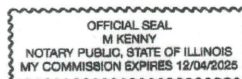


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company  
 Amerisure Insurance Company  
 Amerisure Partners Insurance Company**

State of Illinois  
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny  
 M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of September, 2023.

Christopher M. Spaude  
 Christopher M. Spaude, Chief Financial Officer & Treasurer





WEECONS-01

KHAYNIE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/18/2023

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).

|  |   |
|--|---|
| PRODUCER<br>Rich & Cartmill, Inc.<br>2738 E. 51st Street, Suite 400<br>Tulsa, OK 74105 | CONTACT NAME: Julie Bird<br>PHONE (A/C, No, Ext): (918) 293-7148<br>FAX (A/C, No):<br>E-MAIL ADDRESS: jbird@rcins.com   |
| INSURED<br>Wee Construction Co.<br>PO Box 263<br>Washington, OK 73093                  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Ohio Security Ins Co 24082<br>INSURER B: OHIO CASUALTY INS CO 24074<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## 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 SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X                                   | BKS57648568   | 2/1/2023                | 2/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |                                     | BAS57648568   | 2/1/2023                | 2/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                                     | USO57648568   | 2/1/2023                | 2/1/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NFJ)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A | XWS57648568   | 2/1/2023                | 2/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| A        | Leased/Rented Equip  |                                     | BKS57648568   | 2/1/2023                | 2/1/2024                | L/R Equip Limit \$ 450,000  |
| A        | Installation Floater   |                                     | BKS57648568   | 2/1/2023                | 2/1/2024                | Installation Fltr \$ 500,000  |

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

Project: Whispering Creek Phase 3 - Sewer  
Project No: 2022-00123  
Owner: R & R Land Development LLC

Certificate Holder and others as required by written contract are included as Additional Insureds on a primary and non-contributory basis, as respects the General Liability, including ongoing and completed operations, Auto liability, and Umbrella liability policies, as required by written contract and subject to insured's policy terms, conditions, & exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

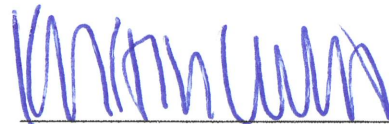
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|--|---|
| City of Oklahoma City<br>420 West Main<br>Ste 700<br>Oklahoma City, OK 73102 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Vaughn Graham</i> |
|--|---|

NOTARY STATEMENT

STATE OF Oklahoma )  
 ) §  
COUNTY OF Tulsa )

I, Kristin Lewis, a Notary Public in and for said  
County and State, do hereby certify that on this 18th day of  
September, 2023, Vaughn Graham, Jr.  
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 Ohio Security Ins Co &  
Ohio Casualty Ins Co 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.

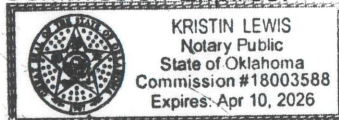


Notary Public, Kristin Lewis

18003588

Notary Commission Number

My Commission Expires: 4-10-2026



(Seal)