

MAINTENANCE BOND

Know all men by these presents that PM Construction and Rehab, LLC, as PRINCIPAL, and Arch Insurance Company, a corporation organized under the laws of the State of MO and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two million, five hundred seventy-seven thousand, fifty-three and 20/100 Dollars (\$2,577,053.20), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the best bidder on the following PROJECT:

SEWER MAINTENANCE PROJECT FYE12
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1415-26) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

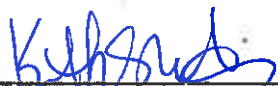
NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If 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 (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 3rd day of October, 2014, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 3rd day of October, 2014.

(Corporate Seal) (where applicable)
ATTEST



Corporate Secretary (where applicable)

PM Construction & Rehab, LLC
PRINCIPAL

Signed: 

Authorized Representative

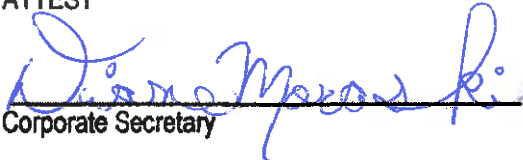
BAC ONG, GENERAL MANAGER
Name and Title

Address: 131 N RICHEY
PASADENA, TX 77506

Telephone: 832 252-4800

(Corporate Seal)

ATTEST



Corporate Secretary

Arch Insurance Company
SURETY

Signed: 

Authorized Representative

Joann Dombrowski, Attorney-in-Fact
Name and Title

Address: 3 Parkway, Suite 1500
Philadelphia, PA 19102

Telephone: 215-606-1602

LIMITED LIABILITY COMPANY
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF HARRIS)

)§

The foregoing instrument was acknowledged before me this 3 day of October,

20 14, by Bac Ong, General Manager of PM Construction & Rehab, LLC,

a Limited Liability Company LLC LLC
corporation, on behalf of the corporation.

WITNESS my hand and seal this 3 day of October 20 14.

[Signature]
Notary Public

My Commission Expires: November 13, 2018

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

)§

The foregoing instrument was acknowledged before me this _____ day of _____,

20 _____, by _____ an individual.

Name and Title

WITNESS my hand and seal this _____ day of _____ 20 _____.

Notary Public

My Commission Expires: _____



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this ____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____
Title: Chairman

Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jessica Piccirillo, Joann Dombrowski, Marion R. Vail, Russell M. Canterbury and Susan E. Deak of Farmington, CT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed.

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.*

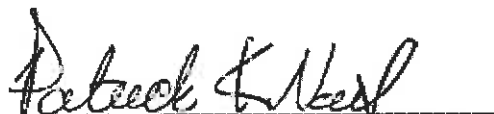
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

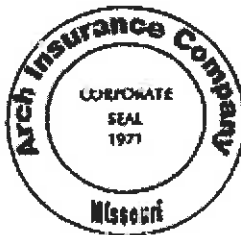
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

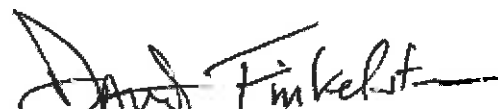
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of August, 2014.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

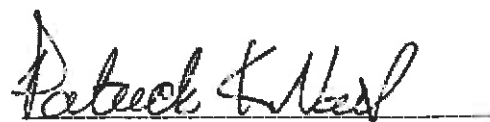



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 12, 2014 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

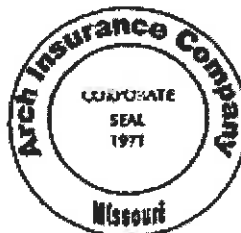
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 22nd day of October, 2014.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB31542

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Tina E. Switzer, Barbara M. Paske, Tracy L. Kyle

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation 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 by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 18, 2014
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 14th day of October 2014



Joyce M. Seltz

Joyce M. Seltz, Assistant Secretary



BOND RIDER

To be attached to and form a part of Bond No. CBB31530, Dated October 14, 2014

Central Contracting Services, Inc., as Principal and

National American Insurance Company as Surety, in favor of
The City of Norman as Oblige.

Effective October 14, 2014 it is understood and agreed that the bond is changed or revised in the particulars as indicated below:

Performance Bond, Maintenance Bond and Statutory Bond shall all be increased by \$12,000. Sum of Bond Amount Shall Be Amended to Read: Five Hundred Fifty Eight Thousand Three Hundred Fifty Nine and 50/100-----(\$558,359.50-----)

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

IN WITNESS WHEREOF, NATIONAL AMERICAN INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 14th day of October, 20 14

NATIONAL AMERICAN INSURANCE COMPANY

(SEAL)

BY: Tina E. Switzer

Tina E. Switzer

Attorney-in-Fact