Bond No. 9202232

CITY OF NORMAN

MAINTENANCE BOND

delit	Know all men by these presents that Downey Contracting, LLC, as Principal, and be posit Company of, as Principal, and, as Principal, and					
arvia	authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called					
CITY, in the sum of <u>Five hundred forty eight thousand two hundred fifty one and ninety hundredths</u> <u>DOLLARS</u> (\$548,251.90), such sum being equal to the contract price and being in force for a period of one year from the distribution the acceptance of the below described improvements by the City Council, and thereafter for the sum of <u>Eighty to thousand two hundred thirty eight DOLLARS</u> (\$82,238.00), such sum being not less than fifteen percent (15%) of total contract price of said improvements for a period of <u>4</u> year(s) thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly a severally.						
WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:						
BID 1516-44 SUTTON WILDERNESS LAKE DAM & SPILLWAY REPAIR PROJECT						
	has entered into a written CONTRACT (K-1516-76) with the CITY OF NORMAN, dated this day of, 20 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,					
	WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY 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 CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100% of the contract amount. 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 CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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 (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day of						
, 20 , and the	SURETY has caused these presents to be executed in its name its corporate seal					
to be hereunto affixed by its authorized	representative(s) on the day of, 20					
(Corporate Seal) (where applicable) ATTEST:	Downey Contracting, L.L.C. Principal Signed: Authorized Representative Brandon Downey Address 3217 NE 63rd Street					
Corporate Secretary (where applicable)	Address: SETT WE OSE SCIENCE					
	Oklahoma City OK 73121					
	Telephone: 405/478 5277					
(Corporate Seal) (where applicable)						
ATTEST: Pator Plage	Signed: Fidelity and Deposit Company of Maryland Authorized Representative					
	Printed: Carey L. Payne Authorized Representative					
	Title: Attorney-in-Fact					
	Address: P.O. Box 22127, OKC, OK 73123					
	Telephone: (405) 843-9481					

CORPORATE ACKNOWLEDGEMENT

) SS	
COUNTY OF OKLAHOMA)	
The foregoing instrument was acknowledge before me this 22 day of February 2016 b Brandon Downey, Manager (Name and Title), of Downey Contracting(n) corporate	/ ion, on behal
of the corporation.	
WITNESS my hand and seal this 22 day of February 20 16.	
My Commission Expires: My Commission Expires: My Codd My Co	
INDIVIDUAL ACKNOWLEDGEMENT	
STATE OF)	
,	
COUNTY OF	
The foregoing instrument was acknowledge before me this day of, 20, by	, on, on behalf
of the corporation.	
WITNESS my hand and seal this day of, 20	
Notary Public	
My Commission Expires:	

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF		
) SS		
COUNTY OF)		
The foregoing instrument was acknowledge before me(Name ar	this day of	, 20, by
of the corporation.		squi, est potation, on benan
WITNESS my hand and seal this day of	20	
	Notary Public	
My Commission Expires:	**************************************	
CITY OF NORMAN		
Approved as to form and legality this day of	20	
	City Attorney	
Approved by the Council of the City of Norman this ATTEST:	day of	, 20
City Clerk May	or	

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Donna STEVENS, Diane DOWDY, Randy WEBB, Gary LILES, Patsy A. PAYNE and Carey L. PAYNE, all of Oklahoma, Oklahoma, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of October, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Will I

Vice President Michael Bond

By. Lie D. Bairf

Secretary Eric D. Barnes

State of Maryland County of Baltimore

On this 21st day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public My Commission Expires: July 8, 2019

POA-F 076-0024C

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

	IN TESTIMONY	WHEREOF, I have hereunto	o subscribed my name and affixed the corporate seals of the said Companies,
this		. 20	







Thomas O. McClellan, Vice President

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