Contract K-2021-53 Bid No. 2021-28 09/10/2020

#### CONTRACT

THIS CONTRACT made and entered into thisday of, 20, by and between Rudy Construction Coas Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.
<u>WITNESSETH</u>
WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:
BID 2021-28 PORTER AND ACRES INTERSECTION IMPROVEMENTS
as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,
WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,
WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder or the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:
(WRITTEN) Two Million Six Hundred Thousand Nine Hundred Ninety Sixpand An Sents.
(NUMERALS) (\$ 2,600,996.65 ).
NOW. THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- l) The CONTRACTOR shall, in a good and first-class, workman-like manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

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On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. The Contractor shall complete the work in Accordance with the terms of this Agreement within a period of time not to exceed two hundred and fifty (250) calendar days following issuance by the CITY of a Work Order authorizing the CONTRACTOR to commence work on the project. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
  - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
  - b. Construction items specified but not included as bid items shall be considered incidental and and shall not be paid for directly, but shall be included in the bid price for any or all the pay quantities.

Should any defective work or materials be discovered, or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 6) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.
- 7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

- 8) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 9) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.
- 10) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The sworn, notarized sta	<u>itement below must be signed a</u>	ind notarized before	this Contract will	become effective.
STATE OF Oklahoma  COUNTY OF Oklahoma	) ) ss: _)			
authorized by CONTRACT CONTRACTOR has not paid	, of lawful age, being OR to submit the above CO d, given or donated or agreed to ng of value, either directly or in	ONTRACT to the opay, give, or dona	CITY. Affidavit ate to any officer of	further states that or employee of the
		Rudy Cons	Contractor Contractor	<u>0</u>

Subscribed and sworn to before me this 8 th day of October

IN WITNESS WHEREOF, the said parties of	the First and Second I	Part have hereunto	set their hands and seals
respectively the day of	20, and the	day of	<u>,</u> _20
(Corporate Seal) (Chere applicable)			
ATTEST: Authorized Representative  Corporate Secretary (where applicable)	Principal Signed:  Title: Vice Pr Address PO Box		OK
	Telephone: 405-47	78-9900	
CITY OF NORMAN:			
Approved as to form and legality this_	day of	20	
	City	Attorney	3 W2
Approved by the Council of the City of	Norman, this day	y of	, 20
ATTEST:			
City Clerk		Mayor	<del></del>

Contract K-2021-53 Bid No. 2021-28 09/10/2020

### **CONTRACT AFFIDAVIT**

STATE OF Oklahoma	
COUNTY OF Oklahoma ) ss:	
Greg Clifford, of lawful age, being first duly sworn, on oath says that they are the Agauthorized by the Firm of Rudy Construction Co to submit the above Contract to the City of Norman, Oklahoma.	gent
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to a officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly indirectly, in the procuring of the Contract.  Rudy Construction Co  **  **  **  **  **  **  **  **  **	-
Subscribed and sworn to before me this 8th day of October, 2020.  Slephanie Eruksm  Notary Public	
My Commission Expires:	
# 17000772 2 EXP. 01/25/21 EXP. 01/25/21	



October 7, 2020

### To Whom It May Concern:

Please note that the Bonds and Powers of Attorney remain undated at this time since the Contract has not been fully executed. Upon execution of the Contract, please date the Bonds and Powers of Attorney with the same date as the Contract. Please forward a copy of the dated Contract and a copy of dated and executed bonds for our records at the below email or mailing address.

If you have any questions or need additional information, please let us know.

Sincerely,

Jana Taylor

Sr. Bond Account Manager

PH: (405) 556-2267

Email: jana.taylor@insurica.com

Enclosures

Contract K-2021-53 Bid No. 2021-28 09/10/2020

Bond No.: 107322946

#### PERFORMANCE BOND

Knov	νn	all	men	by	these	presents	, that			Rudy Co								
hna	Trav	elers	Casualt	v and	Surety C	Company of	America	Corp	oration	organ	nized 1	under	the	laws	of	the	State	of
	Conr	antin	110	Я	nd auth	norized to	transac	t busii	ness ir	the St	ate of	Oklah	ioma,	as S	UKŁ	ΠY,	are h	eld
and	firm	ly b	ound	unto	THE	CITY O	F NORN	AAN,	a Mu	inicipal Thousan	Corpo Nine b	oration Jundred	OI Nine	ine s Vsix (	tale 65/10:	יינס רונ		nna,
herei	n c	alled	CITY	for	the s	um of T	of w	hich	CIIMI	PRINC	IPAL.	and	SUR	ETY	bin	d th	nemsel	ves.
(\$;	<u>2,600</u> hei	.996. rs. (	65), executo	rs, a	uie dminis	trators, su	accessors	and	assign	s jointly	y and s	everal	ly.	-				,

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

## **BID 2021-28 PORTER AND ACRES INTERSECTION IMPROVEMENTS**

has entered into a written	CONTRAC	Γ (		CITY OF N			
day of				ction of this	PROJECT,	that CONTRAC	T being
incorporated herein by ref	erence as if f	ully set forth	1.				

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the 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.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Contract K-2021-53 Bid No. 2021-28 09/10/2020

corporate seal (where applicable) to be hereunted	caused these presents to be executed in its name and its affixed by its duly authorized representative(s), and the CTY has caused these presents to be executed in its name and
its corporate seal to be hereunto affixed by its aut	horized representative(s) on the day of
20 1 1 C 2	Rudy Construction Co.  Principal
	1 into par
(Corporate Seal) (where applicable)  ATTEST:  Corporate Secretary (where applicable)  Witness	Principal Signed:  Authorized Representative Title:  Doug Walker, President  Greg Clifford - Vice President  Address: P.O. Box 14575
	Oklahoma City, OK 73113
	Telephone: 405-478-9900
(Corporate Seal) (where applicable  ATTEST:	Surety: Travelers Casualty and Surety Company of America
ATTEST.	Authorized Representative
AND MARTED	Printed: Dillon Rosenhamer
Jana Taylor, Wintess CON	Authorized Representative
Augustin #	William I.
-4398111701	Address: 5100 N. Classen Boulcvard, #300
	Oklahoma City, Oklahoma 73118
	Telephone: 405-523-2100

Contract K-2021-53 Bid No. 2021-28 09/10/2020

## CORPORATE ACKNOWLEDGEMENT

STATE OF OKlahoma  COUNTY OF OKlahoma	)		
COUNTY OF Oklahoma	)		
The foregoing instrument of the foregoing instrument of the free Property Construction  WITNESS my hand and seal the	was acknowledge before me the esident (N	, 20 <u>20</u> .	
My Commission Expires:	# 17000772 EXP. 01/25/21 SEEEEEEEEEEEEEEEEEEEEEEEEEEEEEEEEEEEE	Slaphanue Notary Public LEDGEMENT	Erickom
GTATE OF			
COUNTY OF	) ss:		
COUNTY OF	)		
The foregoing instrument was	acknowledge before me this(Name and Title) o	day of, 2	0 by
a(n) corporation.			
WITNESS my hand and	d seal this day of	, 20	
My Commission Expires:		Notary Public	
	PARTNERSHIP ACKNO	WLEDGEMENT	
STATE OF	) ) ss:		
		this day of	, 20, by
The loregoing manament	t was acknowledge before me (Name and Title), a partnership.		(partner/agent) on
behalf of	a partnership.		
WITNESS my hand and s	eal this day of	, 20	

Contract K-2021-53 Bid No. 2021-28 09/10/2020

My Commission Expires:	Notary Public
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	day of, 20
ATTEST:	•
City Clerk	Mayor

Contract K-2021-53 Bid No. 2021-28 09/10/2020

Bond No.: 107322946

## STATUTORY BOND

bound unto the State of Oklahoma in the sum of Two Mill (\$\frac{2.600.996.65}{\text{administrators}}\$, or the payment of which sum PRI administrators, successors and assigns jointly and severally.	iness in the State of Oklahoma, as Surety, are held and firmly ion Six Hundred Thousand Nine Hundred Ninety Six 65/100 DOLLARS NCIPAL and SURETY bind themselves, their heirs executors,
BID 2021-28 PORTER AND ACRES	S INTERSECTION IMPROVEMENTS
has entered into a written CONTRACT () 20, for the erection and construction by reference as if fully set forth.	with THE CITY OF NORMAN, dated this day of of this PROJECT, that CONTRACT being incorporated herein
NOW, THEREFORE, if the PRINCIPAL, shall pro accordance with the CONTRACT, and shall well and tru repairs to and parts for equipment furnished in the making subcontractors, or any material men, then this obligation shall be accorded within thirty (30) days and affect. If do not not need within thirty (30) days are not need within thirty (30) days are not need within thirty (30).	perly and promptly complete the work on this PROJECT in ally pay all indebtedness incurred for labor and materials and g of the PROJECT, whether incurred by the PRINCIPAL, his all be void. Otherwise this obligation shall remain in full force after the same becomes due and payable, the person, firm, or ond, subject to the provisions of 61 O.S. S2, for the amount so
It is further expressly agreed and understood by the partial and no deviations from the plan or mode of procedure her any of them, from the obligation of this Bond.	arties hereto that no changes or alterations in said CONTRACT rein fixed shall have the effect of releasing the SURETIES, or
It is further expressly agreed that the Principal's obliner prevailing hourly rate of wages as established by the Consecretary of the U.S. Department of Labor or as determined	igations under this Bond include payment of not less than the ommissioner of Labor of the State of Oklahoma and by the d by a court on appeal.
and (whom applies he) to be hereunto affixed by its	sed these presents to be executed in its name and its corporate so duly authorized representative(s), on theday of presents to be executed in its name and its corporate seal to beday of
ATTEST OF PA	Rudy Construction Co.  Principal Signed:  Authorized Representative  Title: Doug Walker, President  Greg Clifford - Vice President
Witness	Address: P.O. Box 14575
	Oklahoma City, OK 73113
	Telephone: 405-478-9900

Contract K-2021-53

Norman Public Works Department Bid No. 2021-28 Project BP-0416 09/10/2020 Porter and Acres Intersection Improvements Surety: Travelers Casualty and Surety Company of America Corporate Seal) (where applicable) uthorized Representative Printed: Dillon Rosenhamer **Authorized Representative** Title: Attorney-in-Fact Address: 5100 N. Classon Boulevard, #300 Oklahoma City, Oklahoma 73118 Telephone: 405-523-2100 CORPORATE ACKNOWLEDGEMENT STATE OF Oklahoma )
COUNTY OF Oklahoma ) The foregoing instrument was acknowledge before me this 8th day of October, 2020, by Greg Clifford - Vice President (Name and Title), of Rudy Construction to a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 8th day of October, 2020.

Sephance Credsn Notary Public My Commission Expires: INDIVIDUAL ACKNOWLEDGEMENT STATE OF \_\_\_\_\_ COUNTY OF The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_(Name and Title) of \_\_\_\_\_\_

My Commission Expires:

a(n) corporation.

**Notary Public** 

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Norman Public Works Department Bid No. 2021-28 Project BP-0416 09/10/2020 Porter and Acres Intersection Improvements Statutory Bond No. B-2021-38 Page 2 of 3 PARTNERSHIP ACKNOWLEDGEMENT COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by

(Name and Title) \_\_\_\_\_\_ (partner/agent) on behalf of a partnership. 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Mayor

Contract K-2021-53

ATTEST:

City Clerk

Contract K-2021-53 Bid No. 2021-28 09/10/2020

## CITY OF NORMAN

MAINTENANCE BOND	Bond No.: 107322946
Know all men by these presents that Rudy Construction Co.	, as Principal, and
under the laws of the State of Connecticut, and authorized to transact but SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Mun Oklahoma, herein called CITY, in the sum of Hundred Ninety Six 65/100 such sum being equal to the contract price and being in force for a period of one you of the below described improvements by the City Council, a of Three Hundred Ninety Thousand One Hundred Forty Nine 50/100 DOLLARS(\$ not less than fifteen percent (15%) of the total contract price of said improvements thereafter, for the payment of which sum PRINCIPAL and SURETY bind to administrators, successors and assigns, jointly and severally.	siness in the State of Oklahoma, as icipal Corporation of the State of
WHEREAS, the conditions of this obligation are such that the PRINCIPA bidder on the following project:	L, being the lowest and best
<b>BID 2021-28 PORTER AND ACRES INTERSECTION IM</b>	IPROVEMENTS
has entered into a written CONTRACT ( ) with the CITY OF NO herein by references as if fully set forth; and,	RMAN, dated this day of
WHEREAS, under the ordinances of the CITY the PRINCIPAL is remaintenance bond covering said construction of this PROJECT, the bond to hereinafter set forth, as a condition precedent to final acceptance of the PROJECT	include the terms and provisions
NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, sub- construction, except for defects not occasioned by improper workmanship, mater- until it is accepted, and if the PRINCIPAL shall promptly repair, without notice CITY any and all defects arising from improper workmanship, materials, or fair accepted; all for a period of five (5) years from the date of the written final accepted. Storm Sewer improvements and two (2) years for waterline improvements, the void. Otherwise, this obligation shall remain in full force and effect at all times.	e from the CITY or expense to the ilure to protect new work until it is teptance by the CITY for Street and

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.

Contract K-2021-53 Bid No. 2021-28 09/10/2020

- compants soul (where applicable) to be bereinto	affixed by its duly authorized representative(s), on the day of has caused these presents to be executed in its name its corporate
seal to be hereunto affixed by its autho	orized representative(s) on the day of, 20
(Corporate Seal) (where applicable)	Principal Principal
ATTEST: Pratt	Signed:  Authorized Representative  Title:  Doug Walker, President  Greg Clifford - Vice President
Corporate Secretary (where applicable) Witness	Address: P.O. Box 14575  Oklahoma City, OK 73113
	Telephone: 405-478-9900
(Corporate Seal) (where applicable)  ATTEST:  HARTFORD	Surety: Travelers Casualty and Surety Company of America  Company of America  Authorized Representative
Jana Taylor Witness	! <b>2</b>
	Address: 5100 N. Classen Boulevard, #300, Oklahoma City, Oklahoma 73113
	Telephone: 405-523-2100
CORPORAT	E ACKNOWLEDGEMENT
STATE OF <u>Oklahoma</u> ) ss: COUNTY OF <u>Oklahoma</u> )	
The foregoing instrument was acknowledge Greg Clifford - Vice President (a(n) corporation, on behalf of the corporation.	before me this 8th day of October, 2020 by Name and Title), of Rudy Construction Co
WITNESS my hand and seal this 874 day of	October 2020 Slophanue Erickson
My Commission Expires:  (01/25/21 #17000772 2 #1700072 2 #1700072 2 #1700072 2 #1700072 2 #1700072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #17000072 2 #170000072 2 #170000072 2 #170000072 2 #17000000000000000000000000000000000000	Notary Public
OF OKLANIN	24

Contract K-2021-53 Bid No. 2021-28 09/10/2020

# INDIVIDUAL ACKNOWLEDGEMENT

STATE OF )			
STATE OF ) ss:  COUNTY OF )			
The foregoing instrument was acknowledge before me the(Name and Tiesa(n) corporation.	nis day of tle) of	_, 20, by	
a(n) corporation.			
WITNESS my hand and seal this day of	, 20		
	Notary Public		
My Commission Expires:			
<u>PARTNERSHIP AC</u>	CKNOWLEDGEMENT		
STATE OF)			
STATE OF ) ss:  COUNTY OF )			
The foregoing instrument was acknowledge before (Name and Title of, a partnership.	ore me this day of le)		20, by t) on behalf
WITNESS my hand and seal this day of	, 20		
My Commission Expires:	Notary Public	y de la compe	
CITY OF NORMAN			
Approved as to form and legality this day of _	, 20		
Approved by the Council of the City of Norman this	City Attorney		
ATTEST:			
City Clerk	Mayor	-	



Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dillon Rosenhamer, of Oklahoma City, Oklahoma, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February. 2017.







State of Connecticul

City of Hartford ss.

Robert L. Raney, Sertior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and allesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or tacsimile seat shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety





HARTFORD.

**CHODGENS** 

# ACORD

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/6/2020

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).

ti	f SUBROGATION IS WAIVED, subjective his certificate does not confer rights t	ct to o the	tne cert	terms and conditions of ificate holder in lieu of su	tne po Ich end	iicy, certain   lorsement(s)	policies may	require an endorsemen	t. As	tatement on
PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300					CONTACT Carrie Hodgens-True, CIC, CRIS					
					PHONE (A/C, No, Ext): (405) 556-2250 FAX (A/C, No): (405) 556-2332					
	lahoma City, OK 73118				E-MAIL ADDRE	<sub>ss:</sub> Carrie.Tı	rue@INSUF	RICA.com		
						INS	SURER(S) AFFO	RDING COVERAGE		NAIC#
<u> </u>					INSURER A: Zurich American Insurance Company					16535
Rudy Construction Co. P.O. Box 14575 Oklahoma City, OK 73113					INSURER B:					
					INSURER C:					
					INSURER D:					
	Oklanoma City, OK 73113				INSURER E :					
						INSURER F:				
_				E NUMBER:				REVISION NUMBER:		
II C	THIS IS TO CERTIFY THAT THE POLICIENDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQU PER	IREMI TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORD	N OF A	NY CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RESPE SED HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR	TYPE OF MOUDANIES		SUBR		0		POLICY EXP (MM/DD/YYYY)			
LTR A	<del>\</del>	INSU	WVD			(MIMI/DD/TTTT)	(MM/DD/YYYY)	EACH OCCURRENCE	•	1,000,000
	CLAIMS-MADE X OCCUR			GLO450386602		11/1/2019	11/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	<u> </u>	100,000
								MED EXP (Any one person)	s.	10,000
								PERSONAL & ADV INJURY	<u> </u>	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:		<u>l</u> .						\$	
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO		1	BAP450386702		11/1/2019	11/1/2020	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY  X HIRES ONLY  X AUTOS ONLY  X NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$	
	AUTOS ONET							(r or account)	s	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
L	DED RETENTION\$								\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC551427002		11/1/2019	11/1/2020	E.L. EACH ACCIDENT	\$	1,000,000
			İ					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC K-2021-53	LES (	ACORE	) 101, Additional Remarks Schedu	le, may b	e attached if mor	e space is requi	red)		
1	BP-0416 Porter and Acres Intersection	Impr	oven	nents						
CE	RTIFICATE HOLDER				CANO	ELLATION				
City of Norman 201-A W. Gray St. Norman, OK 73069					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					