

CITY OF NORMAN

MAINTENANCE BOND

Know all men by these presents that SAC Services, Inc., as Principal, and Mid-Continent Casualty Company, Inc., a corporation organized under the laws of the State of Ohio, and 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 **One Million Fifty Nine Thousand Four Hundred Forty & 00/100** DOLLARS (\$ 1,059,440.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of **One Hundred Fifty Eight Thousand Nine Hundred Sixteen & 00/100*** DOLLARS(\$ 158,916.00), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 4 year(s) thereafter, 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 lowest and best bidder on the following project:

1819-51 Streets CIP Urban Concrete Pavement Repair

has entered into a written CONTRACT (K-1819-112) with the CITY OF NORMAN, dated this 23rd day of April, 20 19, 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 two (1) year 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 23rd day of April, 20 19, 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 23rd day of April, 20 19.

(Corporate Seal) (where applicable)

ATTEST:

Paty Mat

Corporate Secretary (where applicable)

Principal SAC Services, Inc.Signed: Paty Mat
Authorized RepresentativeTitle: PresidentAddress: 3600 S. Ross Ave.
Oklahoma City, OK 73134Telephone: 405-682-4948

(Corporate Seal) (where applicable)

ATTEST:

Kel BSurety: Mid-Continent Casualty CompanySigned: Wendy Hollen
Authorized RepresentativePrinted: Wendy Hollen
Authorized RepresentativeTitle: Attorney-in-FactAddress: PO Box 1409, Tulsa OK 74101-1409Telephone: 800-722-4994**CORPORATE ACKNOWLEDGEMENT**STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:The foregoing instrument was acknowledge before me this 16th day of April, 2019, by
Arturo Martinez - President (Name and Title), of
SAC Services Inc, a (n) corporation, on behalf of the corporation.WITNESS my hand and seal this 16th day of April, 2019.Paty Mat
Notary Public

My Commission Expires:

June 30, 2021

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by
 _____ (Name and Title), of
 _____, an individual.

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 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____.

ATTEST:

 City Clerk

 Mayor

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **John L. Birsner, Susanne Cusimano, Wendy Hollen, Cody Michael McNeill, W. M. McNeill, Rocky Moore, Kyle D. Reser, John Rogers, Mike Shannon and Lisa Sherman**, all of **OKLAHOMA CITY, OK**

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of January, 2019



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 17 day of January, 2019 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of April, 2019



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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 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 Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		CONTACT NAME: Ashley Mack PHONE (A/C No. Ext): (405) 691-0016 FAX (A/C No.): (405) 691-0415 E-MAIL ADDRESS: amack@midamericainc.com	
INSURED SAC Services Inc 3600 S Ross Ave Oklahoma City OK 73119		INSURER(S) AFFORDING COVERAGE INSURER A: West American Ins Co NAIC # 44393 INSURER B: Ohio Casualty Ins Co 24074. INSURER C: Ohio Security Ins Co 24082 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2018-19**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BLO52995881	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAO52995881	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			USO52995881	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWS58678535	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment			BMO52995881	10/1/2018	10/1/2019	Limit: \$300,000 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid Contract 1819-51 Streets CIP Urban Concrete Pavement Repair

CERTIFICATE HOLDER**CANCELLATION**

City of Norman Purchasing Division PO Box 370 Norman, OK 73070	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 Mike McNeill/MD <i>W M McNeill</i>