

MAINTENANCE BOND

Know all men by these presents that Cultural Surroundings, as Principal, and American Contractors Indemnity Company, a corporation organized under the laws of the State of California, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound under the Norman Municipal Authority, a public trust of the State of Oklahoma, hereinafter designated as the Authority, in the sum of \$189,242.75 dollars (\$ One Hundred Eighty Nine Thousand Two Hundred Forty Two Dollars and 75/100), 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 Trustees of the Norman Municipal Authority and/or the Council of the City of Norman, Oklahoma, and thereafter for the sum of Twenty Eight Thousand Three Hundred Eighty Six Dollars and 45/100 dollars (\$ 28,386.45), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 1 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 most advantageous bidder on the following project:

INSTALL FURNITURE AND ACCESSORIES**FOR NORMAN CENTRAL LIBRARY**

has entered into a written Contract #K-1819-139 with the Norman Municipal Authority, dated _____, for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth; and,

WHEREAS, 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 any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the Trustees of the Authority and/or Council of the City of Norman, 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

Bond # MB-1819-65

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 _____ day of _____, 20____ and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative, on the _____ day of _____, 20____.

(Corporate Seal) (where applicable)
Principal

ATTEST: Mike Mims

Corporate Secretary (where applicable)

Telephone: _____

(Corporate Seal) (where applicable)
Surety

ATTEST: Karen A. Fife

Corporate Secretary (where applicable)

Cultural Surroundings

Signed: Montgomery McKenzie
Authorized Representative
Montgomery McKenzie, President

Title

Address: **5117 W Lovers Lane, Suite 100**
Dallas, TX 75209

American Contractors Indemnity Company

Signed: Nicole M. Johnson
Authorized Representative

Nicole M Johnson, Attorney-In-Fact

Title

Address: **801 S Figueroa Street, Suite 700, Los Angeles, CA 90071**

Telephone: 303-649-9163

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name & Title) of _____ a _____ corporation, on behalf of the corporation.

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

Notary Public My Commission
Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 , by _____ (Name and Title) of
_____,
_____.

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

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____,
20 , by _____ partner (agent) on behalf of
_____, a partnership.

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

Notary Public

My Commission Expires: _____

NORMAN MUNICIPAL AUTHORITY

Approved as to form and legality this _____ day of _____, 20__ .

City Attorney

Approved by the NORMAN MUNICIPAL AUTHORITY this _____ day of _____,
20 .

ATTEST:

Secretary

Chairperson

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Nicole M Johnson or Rodney W Paddock of Lee's Summit, Missouri

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ****Three Million**** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

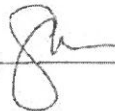
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

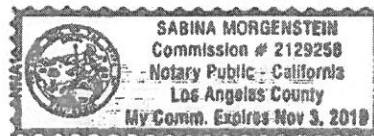
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____, _____.

Corporate Seals



Bond No. _____
Agency No. 18881


Kio Lo, Assistant Secretary