

EXECUTED IN TRIPLICATE
CITY OF NORMAN
MAINTENANCE BOND

Bond No. 602-131893-3

Know all men by these presents that D. Owen Construction, LLC, as Principal, and United States Fire Insurance Company, a corporation organized under the laws of the State of Delaware, 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 Three Hundred Forty-Two Thousand Five Hundred Two and 15/100 DOLLARS (\$342,502.15), 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 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:

BID-2021-46 – Merkle Creek Drainage Improvements

has entered into a written CONTRACT (K-2021-90) with the CITY OF NORMAN, dated this 8 day of July, 2021, 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 one (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 8 day of July, 2021, 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 8 day of July, 2021.

Maintenance Bond No. MB-2021-59

(Corporate Seal) (where applicable)

ATTEST:

Principal D. Owen Construction, LLC
Signed: [Signature]
Authorized Representative

Title: _____

Corporate Secretary (where applicable)

Address: 4000 S. Harvey, Norman, OK 73072

Telephone: 405-360-8786

(Corporate Seal) (where applicable)

ATTEST:

[Signature]
Sam Duckett - Wistness

Surety: United States Fire Insurance Company

Signed: [Signature]
Authorized Representative

Printed: Sean J. McCauley, Jr.
Authorized Representative

Title: Attorney-In-Fact

Address: 1209 Orange St., Wilmington, DE 19801

Telephone: 1-888-890-1500

CORPORATE ACKNOWLEDGEMENT

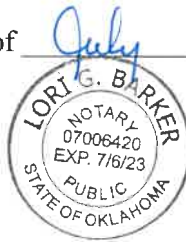
STATE OF Oklahoma)
) ss:
COUNTY OF McCain)

The foregoing instrument was acknowledge before me this 8 day of July, 2021, by Deery Owen managing member (Name and Title), of D Owen Construction LLC a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 8 day of July, 2021.

My Commission Expires:

07-06-2023



[Signature]
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2021, by

(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 2021 .

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2021, by

(Name and Title) _____ (partner/agent) on behalf
of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 2021 .

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 8 day of July, 2021 .

Elizabeth L. Hinkle
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 2021 .

ATTEST:

City Clerk

Mayor

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06378436621

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Edward N. Hackett, Sean J. McCauley, Jr.

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843**

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8 day of July 2021

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

State of



Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the UNITED STATES FIRE INSURANCE COMPANY

a corporation organized under the laws of DELAWARE

and located at 2711 CENTREVILLE ROAD, SUITE 400
WILMINGTON, DE 19808

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

*** ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE,
SURETY, WORKERS COMP ***

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this

12TH day of DECEMBER A.D. 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 8424

AMENDED