

CITY OF NORMAN

MAINTENANCE BOND

Philadelphia
Indemnity
Insurance
Company

Know all men by these presents that ASTI Sawing, Inc., as Principal, and
 , a corporation organized under the laws of the State of Pennsylvania, 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
Thirty Four Thousand, One Hundred Sixty and No/00 **DOLLARS;**
 (\$ 34,160.00), 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 2223-8 FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT

has entered into a written CONTRACT (K-2223-15) with the CITY OF NORMAN, dated this 4th day of
August, 20 22 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) 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
4th day of August, 20 22, 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 4th day of
August, 20 22.

Maintenance Bond No. MB-2223-9

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(Corporate Seal) (where applicable)

ATTEST:

Karen Kan

Corporate Secretary (where applicable)

Principal
Signed: [Signature]

Authorized Representative

Title: _____

Address: 7454 US Hwy 18-151

Barneveld, WI 53507

Telephone: _____

Surety: Philadelphia Indemnity Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Sharif Ismail

Authorized Representative

Title: Attorney-in-Fact

Address: 5793 Widewaters Pkwy, Suite 230 Syracuse, NY 13214

Telephone: 800-331-5453

CORPORATE ACKNOWLEDGEMENT

STATE OF WI)
) ss:
COUNTY OF Town)

The foregoing instrument was acknowledge before me this 8 day of August, 2022 by Kevin Bellinger VP (Name and Title), of ASTD Sawing, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 8 day of August, 2022

[Signature]
Notary Public

My Commission Expires: 10/27/23

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by
_____(Name and Title) of _____,
a(n) 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 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 18 day of August, 2022

Christy Hudala
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Ralf Rigo and Sharif Ismail of SBXPRSS, INC. DBA BONDSEXRESS SURETY AND INSURANCE AGENCY** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

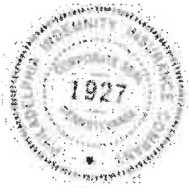
That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

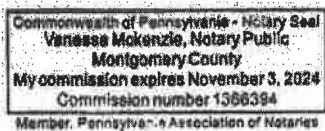
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of August, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY