

Oklahoma City Project # WA-2023-0058 00058**MAINTENANCE BOND**

(Private Contract)

KNOW ALL MEN BY THESE PRESENT:

That We, Okla Construction, LLC. 11616 NW 109th St. Yukon, OK. 73099, as Principal, and RLI Insurance Company 9025 N. Lindbergh Drive Peoria, IL 61615, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Two Hundred Sixty-nine Thousand, Six Hundred Ninety-nine dollars and eleven cents Dollars (\$ 269,699.11), such sum being equal to the contract price for a period of two (2) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Whereas, in a contract dated the 9th day of January, 20 24, with Pelham Partners, LLC.,

the Principal agreed to construct improvements in the City of Oklahoma City, being:
University Place

~~NW of NW 104th & Penn Ave. Oklahoma County, OKC, OK.~~

as more particularly described and in compliance with the plans and specifications on file in the Office of the City Engineer of The City of Oklahoma City. As a condition of said construction contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees to construct and maintain said improvements in compliance with Oklahoma City standards and the aforementioned plans and specification against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the improvements by the Council of the City of Oklahoma City.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after the final formal acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

Revised 1/15/08

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF OKLAHOMA CITY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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 to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

REVIEWED and **APPROVED** by the Council of THE CITY OF OKLAHOMA CITY
this 6TH day of MAY, 20 25.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
MAYOR

REVIEWED for form and legality.

Henrik Green
Assistant Municipal Counselor

EXECUTED this 12th day of April, 20 24.

Okla Construction, LLC.
11616 NW 109th St.
Yukon, OK. 73099

ATTEST:

Principal

Secretary/Witness

By

Jose Guzman
Jose Guzman, Managing Member

NOTARY STATEMENT

STATE OF Oklahoma)

SS.

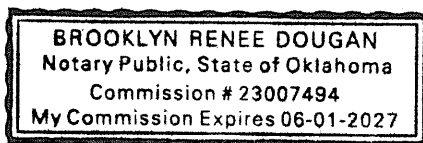
COUNTY OF Canadian)

Signed and sworn or affirmed before me on this 17th day of April, 20 24,
by Jose Guzman

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these
uses and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last
above written.

(Seal)



Brooklyn Renee Dougan

Notary Public

My Commission expires: 6/1/2027

My Commission No.: 23007494


EXECUTED this 12th day of April, 20 24.

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

ATTEST: Matthew Pavlich,

Surety


Secretary/Witness

By 
David Faust, Attorney-in-Fact



NOTARY STATEMENT

STATE OF Oklahoma)

) SS.

COUNTY OF Washington)

Signed and sworn or affirmed before me on this 12th day of April, 20 24,
by David Faust

as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last
above written.

(Seal)




Notary Public

My Commission expires: 03/16/2028

My Commission No.: 20003138

RCB0035987

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Muriel Faust, David Faust, Matt Pavlich, jointly or severally

in the City of Bartlesville, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of May, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 26th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12 day of April, 2024

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

ISSUE DATE: 04/02/2024


**THE CITY OF OKLAHOMA CITY
CERTIFICATE OF INSURANCE**
PROJECT OR
CONTRACT NUMBER:PRODUCER **Joshua Ferrero**NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER,
NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES
BELOW, EXCEPT AS SHOWN BELOW.**COMPANIES AFFORDING COVERAGE**ADDRESS **1120 Frisco Ave
Clinton, OK 73601**COMPANY A
LETTER **Next Insurance Inc.**COMPANY B
LETTER **Progressive Northern Insurance Company**INSURED **Okla Construction LLC**COMPANY C
LETTERCOMPANY D
LETTERADDRESS **11616 NW 109th St.
Yukon, OK 73099**COMPANY E
LETTERCOVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD
INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE
SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURENCE CLAIMS MADE AND TAIL COVERAGE	NXTTWPHDFH-00-GL	09/20/2023	09/20/2024	GENERAL AGGREGATE	\$2,000,000
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURENCE	\$1,000,000
				MEDICAL EXPENSES (Any One (1) Person)	\$5,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	974291360	10/16/2023	10/16/2024	COMBINED SINGLE LIMIT	\$1,000,000
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma	03558441 23 1	10/14/2023	10/14/2024	EACH ACCIDENT	\$100,000
				DISEASE - POLICY LIMIT	\$500,000
				DISEASE - EACH EMPLOYEE	\$100,000
VALUABLE PAPERS INSURANCE (If required by Contract)					
OWNER & CONTRACTOR PROTECTIVE LIABILITY				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMSTHE CITY OF OKLAHOMA CITY AND THE _____ ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY,
ARISING OUT OF THE PROJECT OR EVENT.

THE CITY OF OKLAHOMA CITY AND THE _____ ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S)
**The City of Oklahoma City and
The _____
Public Works Department
420 W Main St., Suite 700
Oklahoma City, OK 73102**
CANCELLATIONIT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE
APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE
DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH
CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NONRENEWAL
FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.**AUTHORIZED REPRESENTATIVE SIGNATURE**

TELEPHONE NUMBER (580) 275-2446

(PLEASE READ CAREFULLY)

**CERTIFICATE OF INSURANCE EXPLANATION OF
THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

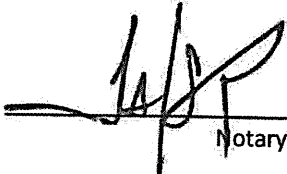
No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

NOTARY STATEMENT

STATE OF Oklahoma)
) §
COUNTY OF Custer)

I, Jason Jackson, a Notary Public in and for said county and state, do hereby certify that on this 2nd day of April, 2024, Joshua Ferrero personally known to me to be the same person and official who executed the above forgoing instrument as Joshua Ferrero appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Progressive Northern Insurance Company & NEXT Insurance Inc. pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Notary Public

22004485

Notary Commission Number
My commission expires: 03/30/2026

