

**MAINTENANCE BOND**  
(Private Contract)

Bond No: 09315576

**KNOW ALL MEN BY THESE PRESENT:**

That We, Cimarron Construction Company, as Principal, and  
Fidelity and Deposit Company of Maryland, as Surety, are  
held and firmly bound unto **THE CITY OF OKLAHOMA CITY** in the full and just sum of  
Seven Hundred Fifty Seven Thousand Five Hundred Twenty Seven & 00/100---- Dollars  
(\$ 757,527.00), 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 23rd day of April, 20 19,  
with Hobby Lobby,  
the Principal agreed to construct improvements in the City of Oklahoma City, being:  
Public Storm Sewer to Hobby Lobby Truck Facility

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  
16th day of August, 2022.

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor

REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor

Revised 1/15/08

EXECUTED this 26th day of April, 2019.

ATTEST:

Chris McHenry  
Secretary/Witness

Cimarron Construction Company  
\_\_\_\_\_  
Principal  
**SEAL**  
By Don E. Noble  
Don Noble, President

**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 26th day of April, 2019,

by Don E Noble, President

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.



Gina Hall  
Notary Public

My Commission expires: 1/28/2021

My Commission No.: 01000820

EXECUTED this 26th day of April, 20 19.

ATTEST: Fidelity and Deposit Company of Maryland  
Surety

Becky Killman  
Secretary/Witness Becky Killman

By Deborah L. Raper  
Deborah L. Raper, Attorney-in-Fact

**NOTARY STATEMENT**

STATE OF Oklahoma )  
 ) SS.  
COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 26th day of April, 20 19,  
by Deborah L. Raper

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



LeAnn Patterson  
Notary Public

My Commission expires: 1/29/20

My Commission No.: 00010380

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS, all of Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of January, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**  
Vice President

By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 1st day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



CIMAR05

OP ID: C7

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> RICH & CARTMILL - OKC 9401 Cedar Lake Avenue Oklahoma City, OK 73114 Travis Brown	405-418-8600	<b>CONTACT NAME:</b> Shirlene Chambers
		<b>PHONE (A/C, No, Ext):</b> 405-418-8600 <b>FAX (A/C, No):</b> 405-418-8641
		<b>E-MAIL ADDRESS:</b> schambers@rcins.com
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Phoenix Insurance Company		25623
<b>INSURER B:</b> Travelers Prop Cas Co of Am		25674
<b>INSURER C:</b> Travelers Indemnity Co of Am		25666
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CO4017P290	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8103L0829681926G	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9J594185	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day notice of cancellation except for non-payment of premium.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY063  City of Oklahoma City 420 West Main Ste 700 Oklahoma City, OK 73102	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 <i>Travis E. Brown</i>



CIMAR05

OP ID: C7

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2019

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PRODUCER RICH & CARTMILL - OKC 9401 Cedar Lake Avenue Oklahoma City, OK 73114 Travis Brown	405-418-8600	CONTACT NAME: Shirlene Chambers PHONE (A/C, No, Ext): 405-418-8600 E-MAIL: schambers@rcins.com ADDRESS:	FAX (A/C, No): 405-418-8641
		INSURER(S) AFFORDING COVERAGE	NAIC #
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		INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: PV-0336 Public Storm Sewer-Hobby Lobby

30 day notice of cancellation except for non-payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

CITY063  City of Oklahoma City Dept of Public Works 420 West Main Ste 700 Oklahoma City, OK 73102	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 <i>Travis E. Brown</i>
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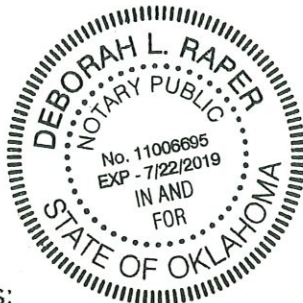


NOTARY STATEMENT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

I, Deborah L. Raper, a Notary Public in and for said  
County and State, do hereby certify that on this 26th day of  
April, 2019, Travis E. Brown  
personally known to me to be the same person and official who executed the  
above foregoing instrument as Agent, 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 Rich & Cartmill, 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.



Deborah L. Raper  
Notary Public

11006695  
Notary Commission Number

My Commission Expires:

7/22/2019  
(Seal)