

**MAINTENANCE BOND**

(Private Contract)

**KNOW ALL MEN BY THESE PRESENT:**

Bond Number 999233316

That We, Commercial Construction Services, LLC

, as Principal, and  
The Ohio Casualty Insurance Company, as Surety, are held and firmly  
bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Two Thousand Two  
Hundred Dollars And Zero Cents

Dollars (\$2,200.00),  
such sum being equal to the contract price for a period of two (2) years, 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 12-08-2022, with Williams Automatic Sprinkler,  
136 NE 48 St., Oklahoma City, OK 73105

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

Fireline Installation at CSI, 6801 Brooklyn Court, Oklahoma City, 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.

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 23rd day of May, 20 23.

**ATTEST:**

Dmy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

[Signature]  
MAYOR

**REVIEWED** for form and legality.

[Signature]  
Assistant Municipal Counselor

EXECUTED this 25 day of January, 2023.

Commercial Construction Services, LLC  
Principal

ATTEST:

[Signature]  
Secretary/Witness

By: [Signature]

**NOTARY STATEMENT**

STATE Oklahoma )  
 ) SS.  
COUNTY Logan )

Signed and sworn or affirmed before me on this 25 day of January, 2023,  
by Trevor H. Rogers  
as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these uses  
and purposes therein set forth.

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

(Seal)



Darlene L. Rogers  
Notary Public

My Commission expires: 04/17/25

My Commission No.: 09003398

EXECUTED this 23rd day of January, 2023.

The Ohio Casualty Insurance Company  
Surety

ATTEST:

*Kiana M. Pumphrey*

Secretary/Witness Kiana M. Pumphrey



By: *Timothy A. Mikolajewski*

Timothy A. Mikolajewski, Assistant Secretary

**NOTARY STATEMENT**



STATE Washington )  
 )  
COUNTY King ) SS.

Signed and sworn or affirmed before me on this 23rd day of January, 2023,  
by Timothy A. Mikolajewski

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

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

(Seal)



*Kiana M. Pumphrey*

Notary Public  
Kiana M. Pumphrey

My Commission expires: July 5, 2023

My Commission No.: 128668





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

## POWER OF ATTORNEY

Principal: Commercial Construction Services, LLC

Agency Name: Rickets Fennell & Associates, LLC

Bond Number: 999233316

Obligee: The City of Oklahoma City

Bond Amount: (\$2,200.00) Two Thousand Two Hundred Dollars And Zero Cents

Contract Amount: (\$2,200.00) Two Thousand Two Hundred Dollars And Zero Cents

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Company this 23rd day of January, 2023.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email [HOSUR@libertymutual.com](mailto:HOSUR@libertymutual.com).



COMMCN-01

VCOURTNEY

DATE (MM/DD/YYYY)

1/23/2023

## CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER Rickets Fennell & Associates, LLC 5800 E Skelly Dr. Suite 605 Tulsa, OK 74135	CONTACT NAME: Vicky Courtney PHONE (A/C, No, Ext): (918) 632-0136 FAX (A/C, No): E-MAIL ADDRESS: vcourtney@ricketsfennell.com
INSURED  Commercial Construction Services LLC PO Box 240 Crescent, OK 73028	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: American Interstate Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443 31895

## 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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6081735617	8/30/2022	8/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6081735603	8/30/2022	8/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6081735634	8/30/2022	8/30/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCOK3119412022	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6081735617	8/30/2022	8/30/2023	Any One Item 300,000
A	Equipment Floater			6081735617	8/30/2022	8/30/2023	Any One Occurrence 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Oklahoma City is an Additional Insured with respect to Liability arising out of the project or event. The City of Oklahoma City will receive 30 Days Written Notice of Cancellation, Non-Renewal or Reduction in Coverages and 10 Days Written Notice of Cancellation for Non-Payment of Premium. Coverage is Primary and Non-Contributory.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City  
420 W Main Street, Suite 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.

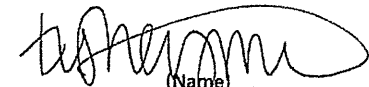
AUTHORIZED REPRESENTATIVE

NOTARY STATEMENT

STATE OF Oklahoma )  
 ) §  
COUNTY OF Tulsa )

I, Tishey Miller, a Notary Public in and for  
said county and state, do hereby certify that on this  
23 day of January, 2023 Vicky L. Courtney  
personally known to me to be the same person and official who executed the  
above forgoing instrument as Authorized Rep 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  
Continental Casualty Company #20443 and  
American Interstate Ins Co. #31895  
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.

  
(Name)  
Notary Public

\_\_\_\_\_  
Notary Commission Number

My commission expires: \_\_\_\_\_

