

**MAINTENANCE BOND**

(Private Contract)

Bond Number: TXHNSU0832485

**KNOW ALL MEN BY THESE PRESENT:**

That We, Arrow Contracting & Utilities, LLC, as Principal, and Harco National Insurance Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Twenty-eight Thousand Two Hundred Forty-five & 00/100 Dollars (\$ 28,245.00 ), 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 30th day of September, 2022 with The Boldt Company, the principal agreed to construct improvements in the City of Oklahoma City, being:

Water Lines for Brink Jr. High, 11420 S Western Ave, OKC

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 27TH day of AUGUST, 2024.

**ATTEST:**

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt  
MAYOR

**REVIEWED** for form and legality.


Chad Hill  
Assistant Municipal Counselor

EXECUTED this 1 day of June, 2023

Arrow Contracting & Utilities, LLC

ATTEST:

Principal

  
Secretary/Witness

By 

**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

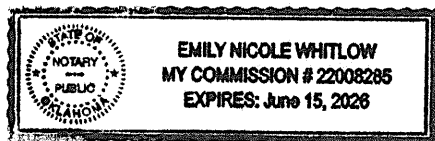
COUNTY OF Oklahoma )


Signed and sworn or affirmed before me on this 1 day of June, 2023,  
by Saunders Barnard

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)



  
Notary Public

My Commission expires: June 15, 2026 My Commission No.: 22008285

EXECUTED this 12th day of May, 2023

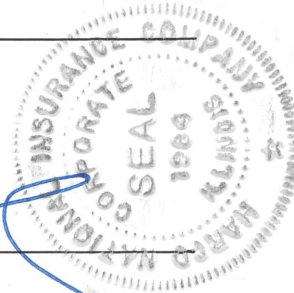
ATTEST:

Harco National Insurance Company

Surety

Brianna Tislow  
Secretary/Witness Brianna Tislow

By Shelli R. Samsel  
Shelli R. Samsel, Attorney-in-Fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 12th day of May, 2023  
by Shelli R. Samsel

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)



Vicki Wilson

Notary Public

My Commission expires: January 13, 2025

My Commission No.: 00020404



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # TXHNSU0832485

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents  
on this 31st day of December, 2022



STATE OF NEW JERSEY  
County of Essex

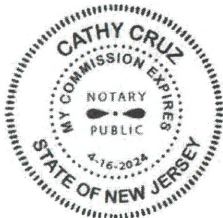
  
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



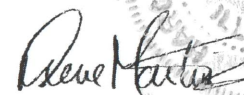
Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2024

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 12, 2023

A00171



Irene Martins, Assistant Secretary



ARROCON-03

RBOST

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2023

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, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	<b>CONTACT NAME:</b> Ruth Bost	
	<b>PHONE (A/C, No, Ext):</b> (405) 418-8629	<b>FAX (A/C, No):</b>
<b>INSURED</b>  Arrow Contracting & Utilities LLC 8890 S. Sunnyslane Rd Oklahoma City, OK 73135	<b>E-MAIL ADDRESS:</b> rbost@rcins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> EMPLOYERS MUTUAL CAS CO	<b>NAIC #</b> 21415
	<b>INSURER B :</b> COMPSOURCE MUTUAL INS CO	<b>36188</b>
	<b>INSURER C :</b>	
	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			6D5318824	3/10/2023	3/10/2024	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E5318824	3/10/2023	3/10/2024	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 <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6J5318824	3/10/2023	3/10/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> 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	03522523231	3/10/2023	3/10/2024	<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)  
re: Brink Jr. High WF-2022-00072 New Water Lines for school. 11420 S. Western Ave, OKC OK

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City 420 W. Main Oklahoma City, OK 73120	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 Oklahoma ) §

I, Shelli R. Samsel, a Notary Public in and for said  
County and State, do hereby certify that on this 10th day of  
May, 2023, Phillip Bryan  
personally known to me to be the same person and official who executed the  
above foregoing instrument as Authorized Representative, 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.

Shelli R. Samsel  
Notary Public

01014847

Notary Commission Number

My Commission Expires:

10/4/2025

(Seal)

