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**TULSA COUNTY**  

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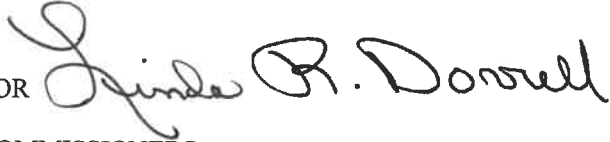
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**PURCHASING  
DEPARTMENT**

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# MEMO

DATE: JUNE 7, 2017

FROM: LINDA R. DORRELL  
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: CONTRACT FOR PROJECT PERFORMANCE- TRAFFIC & LIGHTING  
SYSTEMS, LLC

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED CONTRACT FOR PROJECT PERFORMANCE BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND TRAFFIC & LIGHTING SYSTEMS, LLC FOR TRAFFIC AND LIGHTING SIGNALS AT 56<sup>TH</sup> ST. N. AND LEWIS, A 4 TO FIX PROJECT.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK, FOR THE JUNE 13, 2017 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO  
COMMISSIONER KAREN KEITH  
COMMISSIONER RON PETERS  
JOHN FOTHERGILL, CHIEF DEPUTY  
VICKI ADAMS, CHIEF DEPUTY

**CONTRACT  
FOR PROJECT PERFORMANCE**

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Tulsa County, Oklahoma, a political subdivision of the State of Oklahoma, and hereinafter referred to as "County", and

Traffic & Lighting Systems, LLC

Hereinafter called "Contractor".

WITNESSETH:

That for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. Recitals.** The County has heretofore called for bids for the construction of the **traffic and lighting signals at 56th St N & Lewis, a 4 to Fix project**

Hereinafter called the "Project", same to be in accordance with the plans and specifications therefore prepared by

hereinafter referred to as **Engineer**, which plans and specifications are on file in the office of the County Clerk at the Tulsa County Courthouse and are further identified as all the contract documents, blueprints, drawings and any addenda thereto and are hereby made a part hereof; all of which instruments shall be hereinafter referred to as "plans and specifications", which shall mean the plans, specifications, drawings, general conditions and any and all other instruments prepared and filed with the County Clerk in connection with this project. Notice to Bidders dated March 6, 2017 wherein the County called for bids as aforesaid, was published in the Tulsa Daily Commerce & Legal News on March 9 & 16<sup>th</sup>, 2017 as appears more fully in the affidavit of Community Publishers, Inc., a corporation, said affidavit being on file in the office of the County Clerk of Tulsa County Courthouse. Pursuant to advertisement for bids, the sealed bid proposal of Contractor was duly received and publicly opened on the date and at the time prescribed in the Notice to Bidders, in the County Commission Room, Tulsa County Courthouse, and read aloud as were all other bids duly received. The bid of Contractor is now on file in the County Clerk and is incorporated herein and made a part hereof by reference, as fully as if copied at length herein. By order and direction of the Board of County Commissioners of Tulsa County, Oklahoma, all bids received for this project were filed and examined to determine the lowest responsible bid therefore. Thereafter, on April 10, 2017, at a regular meeting of the Board of County Commissioners of Tulsa County, Oklahoma, the Contractor's bid was accepted as the lowest responsible bid for said construction. Contractor admits that he has visited the site of the project and that the plans and specifications are sufficient to accomplish their intended purposes, to which Contractor does agree and warrant. This contract, together with the plans and specifications, general conditions, Contractor's bid and any other documents hereinafter identified, constitutes the entire agreement between the parties hereto.

- 2. Bonds, Insurance and Indemnity.** Contractor's performance bond, maintenance bond, statutory bond, and all insurance policies, shall be submitted to the County for approval by the District Attorney concurrently with the submission of this agreement. This contract shall be of no force or effect until all such bonds, insurance policies and/or insurance certificates required herein and in

the contract documents are submitted to the District Attorney's office and there approved as to form and content and placed on file in the office of the County Clerk of Tulsa County. Upon approval of the bonds, insurance policies, and/or insurance certificates required herein and the contracts due execution and filing, the Contractor's bid bond shall be released.

Contractor shall submit all bonds, insurance policies and/or insurance certificates required in the plans and specifications and in the general conditions and contract documents, and shall do no work on this project until the same have been approved by the County. The Contractor shall purchase and maintain property insurance, if required, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the County, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

Contractor shall at all times indemnify, defend and hold the County harmless from any damage, loss or expense due to the performance of this contract and/or Contractor's operation hereunder. It is further understood and agreed that if any part of Contractor's work depends upon the work of any other contractor, firm, or person, other than one of the Contractor's sub-contractors, Contractor shall inspect and promptly report to County and/or Engineer any and all defects of such work as would render it unsuitable for proper performance under this contract. The term "Work" shall mean labor and materials and/or the furnishing and performance thereof. Failure by Contractor to inspect and report any such deficiency by any contractor other than one of his sub-contractors as not being fit, adequate and proper work for the reception of the work to be done by Contractor shall not excuse Contractor from timely, due and proper performance of his work under this contract, and this clause shall not be construed or interpreted as relieving the Contractor of any and/or the primary responsibility hereunder to report such deficiency.

Due and proper performance under this contract shall mean that all work shall be performed in a good and first-class, workmanlike manner, and the requirement of due performance of this contract in a good and workmanlike manner shall extend to and encompass any and all work done under this contract by the Contractor and/or any of his sub-contractors.

**3. Scope of Work.** The work to be done and performed by the Contractor is that contained in the basic bid proposal in which Contractor has agreed to do such work for the **base sum of \$220,675.50**. In consideration of the payment thereof, Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, and supplies, all necessary tools and equipment required to commence, perform and complete this project in strict accordance with the plans and specifications.

**4. Construction.** It is understood and agreed that Contractor shall, within ten (10) days after receipt of a work order, commence the performance of this contract, and shall thereafter diligently prosecute such performance until completion of same. In any event, Contractor shall complete construction and performance of this contract within 140 calendar days from the date of the work order, in accordance with the bid proposal of Contractor, and pursuant to the conditions stipulated in the general conditions. Contractor shall at all times be represented at the site of the project by a competent foreman or superintendent satisfactory to Engineer. Said representative shall have authority to act for the Contractor in all respects and in all matters concerning the work and performance of this contract, and any commitment, action or representation made by said agent shall be fully binding upon Contractor as fully as if made by it. All work shall be performed in a good and first-class,

workmanlike manner in strict accordance with the said plans and specifications.

**5. Title.** Title to all materials to be furnished by Contractor shall remain in Contractor, and Contractor shall retain all risk of loss or injury to said materials until final approval and acceptance of complete performance of this contract.

**6. Alterations and Extras.** It is hereby specifically noted and agreed that neither Engineer or any other agent of the County of Tulsa has authority to vary, modify or add to the terms and conditions of the contract documents to the prejudice of the County. Contractor shall not be entitled to any claim for extras in any amount, whether performed or not, unless before the commencement thereof such extras shall have been approved and authorized in writing by the Board of County Commissioners of the County of Tulsa, and ratifications of any extras subsequent to the act shall be illegal and not binding upon County.

**7. Progress Payments.** The County shall make payments on account of the contract and as provided in the contract document, as follows:

In the event Contractor has duly performed this contract without delay, deviation or default, Contractor may on or about the 10<sup>th</sup> day of each calendar month following the authorized commencement and performance of this contract, obtain Engineer's certificate of estimate as to the percent of value of completion, based on labor and materials incorporated in the work, and of the materials suitably stored at the work site up to the last day of the preceding calendar month, and on the basis of daily certified and approved estimates of the work performed during the preceding month as submitted by the Contractor to the Engineer, together with the proofs of payment as required in the plans and specifications and the contract documents, and the County shall upon presentation of Engineer's certificate, including a sworn certification by the Engineer that work for which payment is claimed has been performed and that such work conforms to the plans and specifications for the project, pursuant to 61 O.S. Sec. 123 of the Oklahoma Public Competitive Bidding Act of 1974, and upon submission of affidavits as required by 61 O.S. Sec. 138, 74 O.S. Sec. 85.22, 85.23, pay to Contractor ninety percent (95%) of such estimates, less the aggregate of all previous payments made thereunder.

Requests for payment shall be submitted to Engineer on AIA document G702 accompanied by AIA document G702A or any other form acceptable to the County, listing the percentages of completion for the various items of the contract.

**8. Subcontracts.** A subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site. The Contractor shall submit a list of all Subcontractors proposed for the principal portions of the work within five (5) calendar days from the date hereof. Approval of all Subcontractors must be had before commencement of work, which approval shall not be withheld an unreasonable length of time. The Contractor shall not employ any Subcontractor to whom Engineer or the County may have a reasonable objection. In the event of any rejection of a proposed Subcontractor, the Contractor shall immediately submit an additional proposed Subcontractor for the work contemplated in the same manner as the original list.

**9. Acceptance and Final Payment.** Upon full performance hereof, and completion of the project, Contractor shall give written notice to Engineer that the work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to Engineer and the County that all payrolls, materials bills, sums due Subcontractors and any or all other indebtedness connected with the work has been fully paid. Engineer shall promptly make an inspection of the work and construction done. In the event any portion of the work is not in

accordance with the plans and specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, Contractor shall at his expense remedy such deficiencies or defaults and correct any improper construction or workmanship as may be specified by the County, and/or its Engineer, and shall thereupon complete performance of this contract in accordance with the plans and specifications and these contract documents.

When, upon inspection, Engineer finds that the project has been fully completed and the contract fully performed, he shall promptly issue and deliver to the County and the Contractor Engineer's signed final certificate stating that the work specified in the contract has been completed and is ready for acceptance under the terms and conditions of this instrument. Such certificate shall state the entire balance found to be due to Contractor. Upon receipt of the final certificate from Engineer and the duly sworn certificate and affidavits as required in Section 7 above, and approval thereof by County, and a finding by County that said work has been completed according to the terms and conditions of the contract documents, County shall within twenty (20) days thereafter pay to Contractor the entire balance then due and payable under the terms of this contract. It is hereby specifically noted, understood and agreed that Engineer's certificates, whether for the issue of any progress payment or the final certificate for the issue of the final payment hereof, shall not of itself constitute an approval or acceptance of any faulty work or defective materials, whether latent or patent, neither shall any payments, whether progress payments or final payment by the County, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials hereunder. On such final completion Contractor shall furnish to County a release of all claims and right of lien and sworn statements as required by law, and Contractor hereby acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this contract. The full performance of this contract shall be subject to Contractor's full performance of all the obligations contained thereunder, together with the specific items and obligations and the full performance thereof contained in the contract documents, plans and specifications, general conditions, and addenda thereto, heretofore identified in this contract.

**10. Discrimination Prohibited.** The Contractor agrees, and further agrees to require of all Subcontractors, that no person in the United States shall, on the grounds of race, religion, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement or by performance thereof.

**11.** This contract is to be governed by and construed according to the laws of the State of Oklahoma. If it should appear that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Oklahoma, then the terms of the contract which may conflict with the laws of the State of Oklahoma shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such rule of law.

**12.** In the event of any conflict, inconsistency, or incongruity between the provisions of the Contract for Project Performance and any of the provisions of the plans and specifications, the provisions of this Contract for Project Performance shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed in multiple copies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

"COUNTY"

Board of County Commissioners  
Tulsa County, Oklahoma

County Clerk

Chairman

APPROVED AS TO FORM:

  
Assistant District Attorney

ATTEST:

"CONTRACTOR"

Traffic & Lighting Systems, LLC

  
Secretary

  
Contractor

By: Chairman  
Title

STATE OF OKLAHOMA

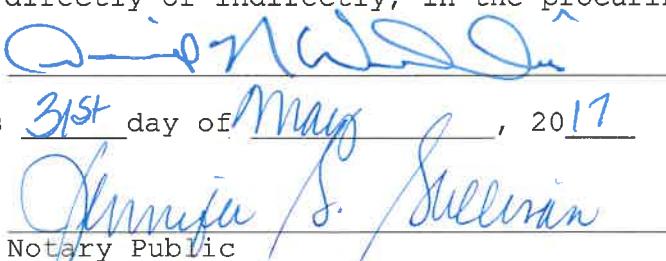
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COUNTY OF TULSA



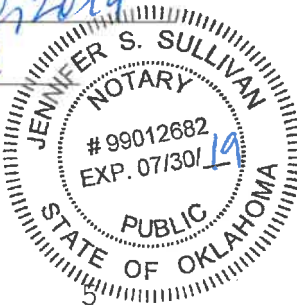
of lawful age, being first duly sworn on oath says that (s) he is the agent authorized by Contractor to submit the above contract to the Board of County Commissioners of Tulsa County, Oklahoma. Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County of Tulsa any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Subscribed and sworn to before me this 31st day of May, 2017

  
Notary Public

My Commission Expires: July 30, 2019

My Commission Number: 99012682





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2017

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> Frates Insurance & Risk Management 13439 Broadway Extension Oklahoma City, OK 73114	<b>CONTACT NAME:</b> Heather Wolf	
	<b>PHONE (A/C, No, Ext):</b> (405) 290-5785	<b>FAX (A/C, No):</b> (405) 557-5557
	<b>E-MAIL ADDRESS:</b> hwolf@fratesins.com	
<b>INSURED</b>  Traffic & Lighting Systems LLC 13305 N. Santa Fe Ave Oklahoma City, OK 73114	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Indemnity Company	
	<b>INSURER B:</b> The Phoenix Insurance Company	
	<b>INSURER C:</b> The Charter Oak Fire Insurance Company	
	<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 INSP	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 <input checked="" type="checkbox"/> Pollution  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO 9B512559	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 checked="" 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	X	X	810 9B512559	07/01/2016	07/01/2017	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP 9B512559	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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	X	UB 9B512559	07/01/2016	07/01/2017	<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
C	Property			660 3A063675	07/01/2016	07/01/2017	Install \$ 2,500,000
C	Property			660 3A063675	07/01/2016	07/01/2017	Lsrd/Rent \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Installation of traffic control signal at 56th ST. North and Lewis, Tulsa, OK

## CERTIFICATE HOLDER

## CANCELLATION

Tulsa County Commissioners  
Room 312  
County Engineers Office  
500 S. Denver  
Tulsa, OK 74103

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





RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

# PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

Bond No. RCB0009973

That Traffic & Lighting Systems LLC  
13305 N Santa Fe Avenue, Oklahoma City, OK 73

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and RLI Insurance Company, Peoria,  
Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety,  
are held and firmly bound unto The Board of County Commission of Tulsa County, Oklahoma  
Room 312 County Engineers Office 500 S Denver Tulsa OK 74103 as Obligee,

(Here insert the name and address or legal title of the Owner)

hereinafter Owner, in the amount of Two Hundred Twenty Thousand Six Hundred Seventy Five 50/100  
Dollars (\$220,675.50), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Installation of traffic control signal at 56th ST. North and Lewis, Tulsa, OK

in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Here insert the full name and address or legal title of Architect)

which contract is by reference made a part hereof, and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner,

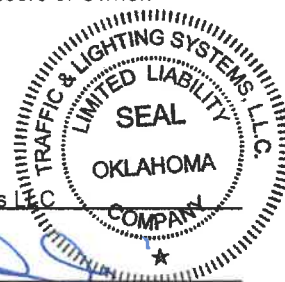
such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph,) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed this 2nd day of June A.D., 2017

Traffic & Lighting Systems LLC  
(Principal) (Seal)



RLI Insurance Company

By Heather J. Wolf  
Heather J. Wolf







RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

# LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS USED SIMULTANEOUSLY WITH PERFORMANCE  
BOND IN FAVOR OF THE OWNER CONTIONED ON THE FULL AND  
FAITHFUL PERFORMANCE OF THE CONTRACT.

Bond No. RCB0009973

## KNOW ALL MEN BY THESE PRESENTS:

That Traffic & Lighting Systems LLC  
13305 N Santa Fe Avenue, Oklahoma City, OK 73

(Here insert the full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and RLI Insurance Company, Peoria,  
Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, are held  
and firmly bound unto The Board of County Commission of Tulsa County, Oklahoma  
Room 312 County Engineers Office 500 S Denver Tulsa OK 74103

(Here insert the full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \_\_\_\_\_  
Two Hundred Twenty Thousand Six Hundred Seventy Five 50/100----- Dollars (\$220,675.50),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Installation of traffic control signal at 56th ST. North and Lewis, Tulsa, OK

in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Here insert the full name and address or legal title of Architect)

Which contract is by reference made part hereof, and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
Principal shall promptly make payment to all claimants as hereinafter defined, for all  
labor and material used or reasonably required for use in the performance of the  
Contract, then this obligation shall be void; otherwise it shall remain in full force and  
effect, subject, however, to the following conditions:

which said claim is made, stating with sustantial accuracy the amount  
claimed and the name of the party to whom the materials were furnished, or  
for whom the work or labor was done or performed. Such notice shall be  
served by mailing the same by registered mail, postage prepaid, in an  
envelope addressed to the Principal, Owner or Surety, at any place where an  
office is regularly maintained for the transaction of business, or served in  
any manner in which legal process may be served in the state in which the  
aforesaid project is located, save that such service need not be made by a  
public officer.

1. A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material, or both, used or reasonably required  
for use in the performance of the Contract, labor and material being construed to  
include that part of water, gas, power, light, heat, oil, gasoline, telephone service or  
rental of equipment directly applicable to the Contract.

(b) After the expiration of one (1) year following the date on which Principal  
ceased Work on said Contract, it being understood, however, that any  
limitation embodied in this bond is prohibited by any law controlling the  
construction hereof such limitation shall be deemed to be amended so as to  
be equal to the minimum period of limitation permitted by such law.

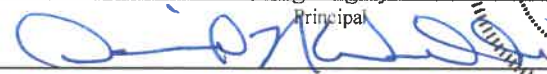
2. The above named Principal, and Surety hereby jointly and severally agree with the  
Owner that every claimant as herein defined, who has not been paid in full before the  
expiration of a period of ninety (90) days after the date on which the last of such  
claimant's work or labor was done or performed, or materials were furnished by such  
claimant, may sue on this bond for the use of such claimant, prosecute the suit to final  
judgment for such sum or sums as may be justly due claimant, and have execution  
thereon. The Owner shall not be liable for the payment of any costs or expenses of any  
such suit.

(c) Other than is a state court of competent jurisdiction in and for the county or  
other political subdivision of the state in which the Project, or any part  
thereof, is situated, or in the United States District Court for the district in  
which the Project, or any part thereof, is situated, and not elsewhere.

3. No suit or action shall be commenced hereunder by any claimant,  
(a) unless claimant other than one having a direct contract with the Principal,  
shall have given written notice to any two of the following: The Principal,  
the Owner, or the Surety above named within ninety (90) days after such  
claimant did or performed the last of the work or labor, or furnished the last  
of the materials for

4. The amount of this bond shall be reduced by and to the extent of any payments  
payments made in good faith hereunder inclusive of the payments by the Surety for  
mechanic's liens which may be filed of record against said improvement, whether or  
not claim for the amount of such lien be presented under or against this bond.

Signed this 2nd day of June, 2017.

Traffic & Lighting Systems LLC  
Principal  
  
OKLAHOMA  
COMPANY (Seal)

RLI Insurance Company  
  
Heather J. Wolf  
Attorney in Fact  
  
C0019004-50.9



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

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 this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Frank Smith, Richard Horton, Steven Payne, James Belobradic, Heather J. Wolf, Cecile Kadia, Kelli Gorham, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

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

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and 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 Corporation 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 Corporation. 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 or other electronic image."

IN WITNESS WHEREOF, **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 31st day of March, 2017.

State of Illinois }  
County of Peoria } SS



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

*B. W. Davis*

Barton W. Davis

Vice President

On this 31st day of March, 2017,  
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.

*Gretchen L. Johnnigk*  
Gretchen L. Johnnigk Notary Public



#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, 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 31st day of June, 2017.

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

*B. W. Davis*

Barton W. Davis

Vice President