

**PERFORMANCE BOND**

Known all men by these presents, that Silver Star Construction Company Inc. as PRINCIPAL, and Ohio Casualty Insurance Co Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Five Hundred Eight Thousand (\$1,508,115.79) ~~One Hundred Fifteen & 70/100~~ DOLLARS, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**URBAN ASPHALT PAVEMENT REHABILITATION FYE 2012 PROJECTS**

has entered into a written CONTRACT (K-1112-84) with THE CITY OF NORMAN, dated January 24, 2012, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

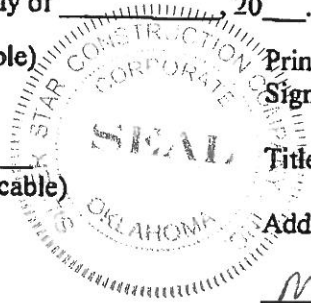
NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the 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.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)  
 ATTEST:  
Janice Cozart  
 Corporate Secretary (where applicable)



Silver Star Construction Co.  
 Principal  
 Signed: [Signature]  
 Authorized Representative  
 Title: Vice President  
 Address: 2401 S. Broadway  
Moore, OK 73160

(Corporate Seal) (where applicable)  
 Surety: Ohio Casualty Insurance Co.

ATTEST:

Signed: [Signature]  
 Authorized Representative  
 Printed: Patricia Lee  
 Authorized Representative  
 Title: Attorney in Fact  
 Address: 420 Maple, Yukon, Ok 73099  
 Telephone: 405-354-5201

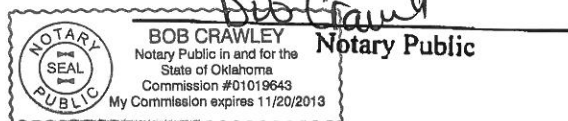
**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF McCurtain )

The foregoing instrument was acknowledge before me this 20th day of February, 2012 by Tom Conde Vice President (Name and Title), of Silver Star Construction a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 20th day of February, 2012.

My Commission Expires: 11-20-13  
 Commission No. 01019643



Statutory Bond No. B-1112-18  
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**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf of \_\_\_\_\_, a partnership.

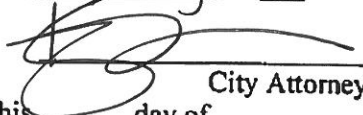
WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CITY OF NORMAN**

Approved as to form and legality this 20 day of February, 2012.

  
\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor