

PERFORMANCE BOND

Know all men by these presents, that Downey Contracting, L.L.C. as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, 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 three hundred twenty-five thousand five hundred & No/100 DOLLARS, (\$ 1,325,500.00), 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:

NORMAN POLICE AND FIRE INVESTIGATION FACILITY

has entered into a written CONTRACT (K-1213-89) with THE CITY OF NORMAN, dated _____, 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 expenses 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 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), and the 18th day of June 2013, 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(s) on the 18th day of June 2013.

(Corporate Seal) (where applicable)



Downey Contracting, L.L.C.

Principal

ATTEST:

Haci Kye
~~Corporate Secretary~~ (where applicable)
Witness

Signed: L.F. Downey
Authorized Representative
L.F. Downey, Manager
Title

Address: 3217 Northeast 63rd Street
Telephone: 405/478 5277 Oklahoma City OK 73121

(Corporate Seal) (where applicable)

Fidelity and Deposit Company of Maryland
Surety

ATTEST:

Patsy Payne
~~Corporate Secretary~~ (where applicable)

Signed: Donna Stevens
Authorized Representative

Donna Stevens, Attorney-in-fact
Title

Address: P.O. Box 22127, OKC, OK 73123
Telephone: 405-843-9481

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF OKLAHOMA _____

The foregoing instrument was acknowledged before me this 18 day of June, 2013, by L.F. Downey, Manager (Name & Title) of Downey Contracting, L.L.C. Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18 day of June, 2013.

Donna Stevens
Notary Public

My Commission Expires: 4/7/14 #02003420

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ (Name & Title) of _____, a
_____.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____ (Name & Title) partner (agent) on behalf of
_____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 25th day of June, 2013

[Signature]
CITY Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20__.

ATTEST:

City Clerk

Mayor