

PERFORMANCE BOND

Known all men by these presents, that **CMP REPAIR LLC** as PRINCIPAL, and **DEVELOPERS SURETY AND INDEMNITY COMPANY** Corporation organized under the laws of the State of IOWA 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 hundred fifty thousand seven hundred twenty (DOLLARS), (\$150,720.00), 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 best Contractor on the following PROJECT:

SOUTH SHILOH STORM SEWER REHABILITATION

has entered into a written CONTRACT (K-1213-177) with THE CITY OF NORMAN, dated _____, 2013 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), and the 18th day of March, 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 day of March 18th, 2013.

CMP REPAIR, LLC

Principal

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Corporate Secretary (where applicable)

Principal

Signed: [Signature]

Authorized Representative

Title: OWNER

Address: 15525 COE LOOP

MAGNOLIA TX 77355

Telephone: 281 356 2084

(Corporate Seal) (where applicable)

ATTEST:

[Signature]
SHARON CAVANAUGH, WITNESS

Surety: DEVELOPERS SURETY AND INDEMNITY COMPANY

Signed: [Signature]

Authorized Representative

Printed: HARLAN J. BERGER

Authorized Representative

Title: ATTORNEY-IN-FACT

Address: 650 N. SAM HOUSTON PKWY. E., #541
HOUSTON, TEXAS 77060

Telephone: 281-447-1107

Houstoun, Woodard, Eason, Gentle,
Tomforde, and Anderson, Inc.
dba Insurance Alliance
1776 Yorktown, Suite 200
Houston, Texas 77056-4114
TDI License # 1381 FEIN #760362043

Performance Bond No. B-1213-75

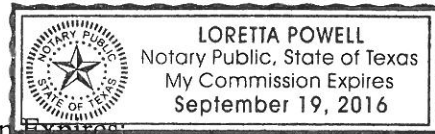
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CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss:

The foregoing instrument was acknowledged before me this 18th day of March, 2013, by Roger M. Bennett Owner (Name and Title), of CMP Repair LLC a(n) corporation, on behalf of the corporation.

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



My Commission Expires:
09/19/2016

Loretta Powell
Notary Public

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this ____ day of _____, 2013.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____ day of _____, 2013.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 2013.

City Attorney

Approved by the Council of the City of Norman this ____ day of _____, 2013.

ATTEST:

City Clerk

Mayor

Performance Bond No. B-1213-75
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