

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these presents that **CMP REPAIR LLC** as Principal, and **DEVELOPERS SURETY AND INDEMNITY COMPANY** a 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 references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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.

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IN WITNESS WHEREOF, the said 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 18th day of March, 2013, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 18th day of March, 2013.

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Corporate Secretary (where applicable)

CMP REPAIR, LLC

Principal

Signed: [Signature]
Authorized Representative

Title: OWNER

Address: 15525 COE LOOP
MAGNOLIA TX 77855

Telephone: 281 356 2084

(Corporate Seal) (where applicable)

ATTEST:

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

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

[Signature]
SHARON CAVANAUGH, WITNESS

CORPORATE ACKNOWLEDGEMENT

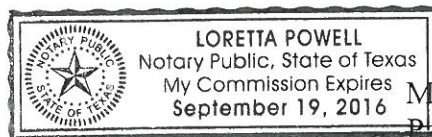
STATE OF Texas)
COUNTY OF Harris) ss:

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.

[Signature]
Notary Public

My Commission Expires: 09/19/2016



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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
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