

PERFORMANCE BOND

Know all men by these presents that PM Construction and Rehab, LLC, as PRINCIPAL, and Arch Insurance Company, a corporation organized under the laws of the State of MO, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two million, five hundred seventy-seven thousand, fifty-three and 20/100 Dollars (\$2,577,053.20), 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 bidder on the following PROJECT:

SEWER MAINTENANCE PROJECT FYE12
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1415-26) with the AUTHORITY, dated _____ to perform and complete said 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 the 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 AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the 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 the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY 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 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 3rd day of October, 20 14, 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 3rd day of October, 20 14.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)

PM Construction & Rehab, LLC
PRINCIPAL

Signed: 

Authorized Representative

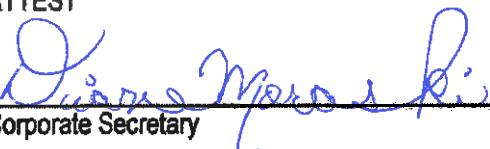
Bac Ong, General Manager
Name and Title

Address: 131 N Richey
Pasadena, TX 77506

Telephone: 832 252-4800

(Corporate Seal)

ATTEST



Corporate Secretary

Arch Insurance Company
SURETY

Signed: 

Authorized Representative

Joann Dombrowski, Attorney-in-Fact
Name and Title

Address: 3 Parkway, Suite 1500
Philadelphia, PA 19102

Telephone: 215-606-1602

LIMITED LIABILITY COMPANY
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS)§

The foregoing instrument was acknowledged before me this 3 day of October,
20 14, by Bac Ong, General Manager of PM Construction & Rehab, LLC
a Limited Liability Company LLC Contractor LLC
corporation, on behalf of the corporation.

WITNESS my hand and seal this 3 day of October, 20 14.


Notary Public

My Commission Expires: November 13, 2018

INDIVIDUAL ACKNOWLEDGEMENT

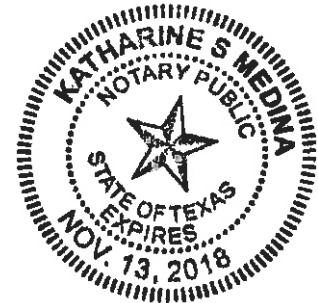
STATE OF _____)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

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

Notary Public

My Commission Expires: _____



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

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

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this ____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this ____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary