

PERFORMANCE BOND

**Bond No. B-1415-89
(10F 4)**

Know all men by these presents, that RDNJ, LLC. DBA: A-Tech Paving as PRINCIPAL, and a corporation organized under the laws of the State of New Jersey 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 Two Hundred Eleven Thousand, Six Hundred Two Dollars and 90/100**** Dollars, (\$ 211,602.90), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

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

"Kennedy Elementary School Safe Routes to School Infrastructure Project"

has entered into a written CONTRACT with THE CITY OF NORMAN, date _____, 20 15, for the 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.

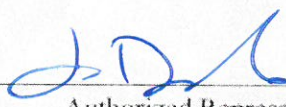
IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s) and the 29th day of May, 2015 and the SURETY has caused these presents to be executed in its name and is corporate seal to be hereunto affix by its authorized representative(s) on the 29th day of May, 2015

(Corporate Seal) (where applicable)

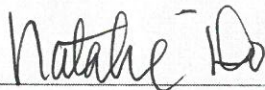
RDNJ, LLC. DBA: A-Tech Paving

Principal

ATTEST:

Signed: 

Authorized Representative



Corporate Secretary (where applicable)

Title: President

Address: PO BOX 2805 Edmond, OK 73083

Telephone: 405-418-4741

(Corporate Seal) (where applicable)

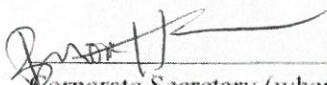
International Fidelity Insurance Company

Surety

ATTEST:

Signed: 

Authorized Representative Amy Lambert



Corporate Secretary (where applicable)

Title: Attorney-In-Fact

Address: 1900 NW Expressway, Suite R117 OKC, OK 73118

Telephone: 918-299-2345

CORPORATE ACKNOWLEDGEMENT

Bond No. B-1415-89

(3 OF 4)

STATE OF Oklahoma)
) SS:
COUNTY OF Oklahoma)

The forgoing instrument was acknowledged before me this 29 day of May, 2015,
By Jay Doyle president
Name and Title

of RONI LLC dba A-Tech, a corporation, on behalf of the corporation,
paving

Witness my hand and seal this 29 day of May, 2015.

Hannah Hultgren
Notary Public



My Commission Expires:

06/23/18

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

The forgoing instrument was acknowledged before me this ____ day of _____, 20____,
By _____
Name and Title

of _____, a _____

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

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

Bond No. B-1415-89
(4 of 4)

STATE OF _____)
) ss:
COUNTY OF _____)

The forgoing instrument was acknowledged 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 __.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 3 day of June, 2015



City Attorney

Approved by the Council of the City of Norman this ____ day of _____, 20 __

ATTEST:

City Clerk

Mayor