

**PERFORMANCE BOND** BOND NO: 62375019

Known all men by these presents, that Precision Concrete Cutting of Oklahoma LLC as PRINCIPAL, and WESTERN SURETY COMPANY Corporation organized under the laws of the State of South Dakota 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 Sixty-Six Thousand Three Hundred & 00 /100 (DOLLARS); (\$                     ), 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:

**CORE AREA SAW CUTTING PROJECT**

has entered into a written CONTRACT (K- 1415-79) with THE CITY OF NORMAN, dated April 28, 2015, 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            day of                     , 20   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 April 27, 2015.

Performance Bond No. B 1415-85  
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Precision Concrete Cutting of Oklahoma LLC  
Principal

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal Signed: Rox Ann Baker

Authorized Representative

Title: Managing Member

Address: 4300 N Sooner Rd

Oklahoma City, OK 73141

Telephone: 405/427-4455

(Corporate Seal) (where applicable)

ATTEST:



Surety: WESTERN SURETY COMPANY

Signed: [Signature]

Authorized Representative

Printed: STEVEN BROOKS

Authorized Representative

Title: Attorney-in-Fact

Address: 333 Wabash Ave. 41st Fl

Chicago, IL 60604

Telephone: 605-336-0850

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )

) ss:

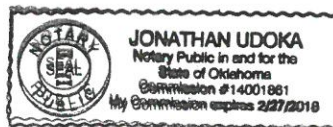
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title), of \_\_\_\_\_, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 27<sup>th</sup> day of April, 2015.

My Commission Expires:

2/27/2015



[Signature]  
Notary Public

Performance Bond No. B 1415-85

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**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
(Name and Title) of \_\_\_\_\_,  
a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
(partner/agent) on behalf of \_\_\_\_\_, a partnership.

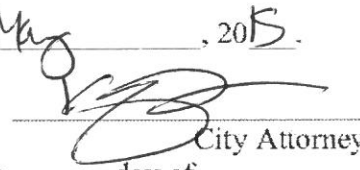
WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 4 day of May, 2015.

  
\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Performance Bond No. B 1415-85  
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PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053  
Fax 1-605-335-0357  
www.cnasurety.com  
uwservices@cnasurety.com

DATE: April 27, 2015

AGENT CODE: 35-18001

ATTENTION: STEVEN

Number of Pages: 11

RE: Bond 62375019 . Precision Concrete Cutting of Oklahoma LLC

Core Area Horizontal Saw Cutting Project - Contract K-1415-79

Contract Amount: \$66,300.00

Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the following documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company bond kit to each bond issued.

Premium: \$995.00

Commission Percentage 22.0

Effective: April 27, 2015

\*\*\*Please reference the CNA Surety web site [www.cnasurety.com](http://www.cnasurety.com) for easy access to our Fast Track Application.

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit [cnasurety.com](http://cnasurety.com) and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

Business Services

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62375019

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint STEVEN BROOKS

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Precision Concrete Cutting of Oklahoma LLC

Obligee: City of Norman

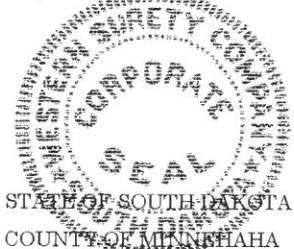
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 1, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 27th day of April, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 27th day of April, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of April, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President