PERFORMANCE BOND

| Know all men by these presents, that | as |
|--|---|
| PRINCIPAL, and | , a |
| PRINCIPAL, andcorporation organized under the laws of the State of | , and authorized to transact |
| business in the State of Oklahoma, as SURETY, are held and firml | ly bound unto THE CITY OF |
| NORMAN, a Municipal Corporation of the State of Oklahoma, he | rein called CITY, in the sum of |
| DOLLARS, (\$ |), for the |
| payment of which sum PRINCIPAL and SURETY bind themselve successors and assigns jointly and severally. | es, their heirs, executors, administrators, |
| WHEREAS, the conditions of this obligation are such that best Bidder on the following project: | the PRINCIPAL, being the lowest and |
| COMPLETE REVENUE CONTROL SYSTEM FOR CAME | PUS CORNER PUBLIC PARKING |
| has entered into a written CONTRACT (<u>K-1213-186</u>) with THE C, 2013, for the erection and construction of this PF incorporated herein by reference as if fully set forth. | |
| NOW, THEREFORE, if PRINCIPAL shall, in all particula said CONTRACT and all specifications and covenants thereto; and or cause to be paid all indebtedness incurred for labor and material furnished in the making of this PROJECT, whether incurred by the the PRINCIPAL shall protect and hold harmless the CITY form all property suffered or sustained by any person, firm, or corporation of agents, servants, or employees in the construction of the PROJECT | d if the PRINCIPAL shall promptly pay ls and repairs to and parts for equipment e PRINCIPAL or subcontractors; and if I loss, damage, and expenses to life or caused by PRINCIPAL or his or its |

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.

and effect.

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 form 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

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 or as determined by a court on appeal.

| name and its corporate seal (where applicable) to representative(s), and theday of | , 2013, and the SURETY has e and its corporate seal to be hereunto affixed by its | |
|--|---|--|
| (Corporate Seal) (where applicable) | Principal | |
| ATTEST: | Signed: Authorized Representative | |
| Corporate Secretary (where applicable) | Title Address: Telephone: | |
| (Corporate Seal) (where applicable) | Surety | |
| ATTEST: | Signed:Authorized Representative | |
| Corporate Secretary (where applicable) | Title Address: Telephone: | |
| CORPORATE | CACKNOWLEDGMENT | |
| STATE OF OKLAHOMACOUNTY OF |)) | |
| The foregoing instrument was acknowledged be, 2013, by | y (Name & Title) of | |
| the corporation. | corporation, on behalf of | |
| WITNESS my hand and seal thisda | y of,2013. | |
| Notary Public | | |
| My Commission Expires: | _ | |

INDIVIDUAL ACKNOWLEDGMENT

| COUNTY OF | / | |
|--|----------------------|---------|
| The foregoing instrument was acknowledged by, a, | (Name & Title) of | |
| WITNESS my hand and seal thisday of _ | , 20 | 13. |
| Notary Public | | |
| My Commission Expires: | | |
| PARTNERSHI | P ACKNOWLEDGEMENT | |
| The foregoing instrument was acknowledged | (Name & Title) pa | |
| WITNESS my hand and seal thisday of _ | | 13. |
| Notary Public | | |
| My Commission Expires: | _ | |
| CIT | Y OF NORMAN | |
| Approved as to form and legality this_ | day of | , 2013. |
| | City Attorney | |
| Approved by the Council of the City o | f Norman this day of | , 2013. |
| ATTEST: | | |
| City Clerk | Mayor | |