

PERFORMANCE BOND

Bond No: 09191158

Know all men by these presents that Cimarron Construction Company, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto CITY OF NORMAN, a Public Trust of the State of Oklahoma, herein called CITY, in the sum of One Million One Hundred Eighty Six Thousand Five Hundred Sixty and 00/100----- Dollars (\$ 1,186,560.00), 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 lowest and best bidder on the following PROJECT:

**LINDSEY STREET
COMMON UTILITY TRENCH
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1415-118) with the CITY, dated _____ 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 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 CITY 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 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 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 8 day of April, 20 15, 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 8 day of April, 20 15.

Norman, Oklahoma
LINDSEY STREET COMMON UTILITY TRENCH PROJECT

B-1415-79

Contract K-1415-118

(Corporate Seal) (where applicable)



Corporate Secretary (where applicable)

Cimarron Construction Company
PRINCIPAL

Signed:

Don E. Noble
Authorized Representative

Don E Noble, President

Name and Title

Address:

7409 NW 85th Street

Oklahoma City, OK 73132

Telephone:

(405) 728-1555

(Corporate Seal)

ATTEST

Debbie Raper
Corporate Secretary Debbie Raper

Fidelity and Deposit Company of Maryland
SURETY

Signed:

Travis E. Brown
Authorized Representative

Travis E. Brown, Attorney-in-Fact
Name and Title

Address:

1608 NW Expressway, Suite 100

Oklahoma City, OK 73118

Telephone:

405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 8 day of April.

20 15, by Don E Noble, President of Cimarron Construction.

Name and Title

a an agent of corporation, on behalf of the corporation.

WITNESS my hand and seal this 8 day of April 15 2015.

Gina Hall



My Commission Expires: January 28, 2017

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
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 _____ 19 ____.

Notary Public

My Commission Expires: _____

B-1415-79

Contract K-1415-118

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
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: _____

CITY OF NORMAN

APPROVED as to form and legality this 9th day of April, 2015.

Y. P. Mesner
CITY Attorney

Approved by the Trustees of the CITY OF NORMAN this _____ day of _____, 20____.

CITY OF NORMAN

ATTEST

By: _____

Title: Chairman

Secretary