NOV 21 LUIJ

Bond #9337135

### PERFORMANCE BOND

RECEIVED

Know all men by these presents, that					Streets, LL	0	as	PRINCIPAL, and
Fidelity and	Deposit Compa	ny of Maryland				, a corpe	oration organiz	zed under the laws
of the Sta	te of	Illinois	, and	authorized	to transa	ct business	in the State	of Oklahoma, as
SURETY,	are held and	firmly bound	unto THE	CITY OF	NORMA]	N, a Munic	ipal Corporation	on of the State of
Oklahoma,	herein called	d CITY, in the	e sum of	Two hund	red fifty s	ix thousan	d eight hundre	ed twelve Dollars
(\$256,812.	<u>00</u> ), for the pa	ayment of which	ch sum PF	RINCIPAL	and SURE	ETY bind th	emselves, thei	r heirs, executors,
administra	tors, successor	s and assigns jo	ointly and	severally.				

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following project:

### ANIMAL WELFARE HVAC REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1920-90) with THE CITY OF NORMAN, dated  $\frac{1}{2}$ , 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 form all loss, damage, and expenses 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 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 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 or as determined by a court on appeal.

Page 1 of 3 Performance Bond No. B-1920-59

	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 be hereunto affixed by its authorized representative(s) on the
day of, 20_	7 7 7
,	
(Corporate Seal) (where applicable)	Streets, LLC
	Principal /// ///
ATTEST!	Signed: MOV. Authorized Representative
Compared Socretory (whom applicable)	Title
Corpdrate Secretary (where applicable)	Address: 100 SE 25th Street, Oklahoma City, OK 73129
	Telephone: 405-632-6664
(Corporate Seal) (where applicable)	Fidelity and Deposit Company of Maryland Surety
	Surety
AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Signed: Authorized Representative
One South	Attorney-in-fact
Conporares Seeke tary white resupption blay	Title
	Address: 9401 Cedar Lake Ave., Oklahoma City, OK 73114 Telephone: 405-463-7512
CORPORA	TE ACKNOWLEDGMENT
STATE OF OWN AND WAR	,
STATE OF OKLAHOMA COUNTY OF	<i>)</i>
COUNTY OF	Ad Mayor has
The foregoing instrument was acknowledged before	ore me this day of NOOMNOUE,
2019, by Crit 13 10, 011 4CD Name &	Title) of Street's Calc. a
	on, on behalf of the corporation.
WITNESS my hand and seal this day	Page 2 of 3 Performance Bond No. B-1920-59
Notary Public	SYN A STATE
C-16-2	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
My Commission Expires: 8 / 0	AT TO YOUR A NEW YORK
	Page 2 of 3 Performance Bond No. B-1920-59
	OL OLIVER TOTAL TO
	Page 2 of 3 Performance Bond No. B-1920-59

## CITY OF NORMAN

Approved as to form and legality t	his 5 day of Decemb	er , 2010
	CITY	<del></del>
Approved by the CITY OF NORM	CITY Attorney  IAN this day of	. 20
ATTEST:		, ~~
City Clerk	Mayor	

### Bond #9337135

### STATUTORY BOND

Know	all men by these	e presents that	Streets, LLC	, as PRINCIPAL, and
Fidelity and De	posit Company of Ma	aryland	, a corporation org	ganized under the laws of the
State of	Illinois	, and authorized	to transact business in the State	e of Oklahoma, as Surety, are
held and firm	nly bound unto the	e State of Oklahoma	in the sum of Two hundred fif	ty six thousand eight hundred
twelve Dollar	rs (\$256,812.00),	for the payment of w	hich sum PRINCIPAL and SU	RETY bind themselves, their
heirs executor	rs, administrators,	successors and assign	s jointly and severally.	

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

### ANIMAL WELFARE HVAC REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1920-90) with THE CITY OF NORMAN, dated 11-21-19, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to all parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said 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 obligation 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.

Page 1 of 3 Statutory Bond No. B-1920-60

	L has caused these presents to be executed in its name and its ixed by its duly authorized representative(s), on theday or
	RETY has caused these presents to be executed in its name and by its authorized representative on theday of
(Corporate Seal) (where applicable)  ATTEST  Corporate Secretary (where applicable)	Streets, LLC Principal Signed: Authorized Representative  Title Address: 100 SE 25th Street, Oklahoma City, OK 73129 Telephone: 405-632-6664
(Corporate Seal) (where applicable)	Fidelity and Deposit Company of Maryland Surety
**************************************	Signed: Vicke Whom Authorized Representative
Comporate Secontary (where applicable) x	Attorney-in-fact Title
	Address: 9401 Cedar Lake Ave., Oklahoma City, OK 73114 Telephone: 405-463-7512
CORPORATE	ACKNOWLEDGMENT
STATE OF OKLAHOMA  COUNTY OF  The foregoing instrument was acknowledged before  CINTS W. STRUCTS, West of County  WITNESS my hand and seal this day of	corporation, on behalf of the corporation.
Notary Public  My Commission Expires: 8-18-20	Page 2 of 3 Statutory Bond No. B-1920-60

## **CITY OF NORMAN**

Approved as to form and legality this $5$ day of $9$ day of $9$ .
City Attorney
Approved by the CITY OF NORMAN this day of, 20
ATTEST:
City Clerk Mayor

Bond #9337135

# CITY OF NORMAN MAINTENANCE BOND

Know all men by these present	t that	Streets, LLC	, as	Principal, and
Fidelity and Deposit Company of Maryland	,a corp	poration organized	under the laws	of the State of
, and authorized to tran	isact busin	less in the State of Ol	dahoma, as SURE	TY, are held and
firmly bound unto the CITY OF NORMAN, O	KLAHON	MA, a Municipal Cor	poration of the St	ate of Oklahoma,
herein called CITY, in the sum of Two hundred	l fifty six t	housand eight hundre	d twelve Dollars (	\$256,812.00), for
the payment of which sum PRINCIPAL and	SURETY	bind themselves, the	eir heirs, executor	s, 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:

### ANIMAL WELFARE HVAC REPLACEMENT PROJECT

has entered into a written CONTRACT ( $\underline{K-1920-90}$ ) with THE CITY OF NORMAN, dated  $\underline{1/-2/-19}$ , for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the CITY, the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said 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.

Page 1 of 3 Maintenance Bond No. MB-1920-30

IN WITNESS WHEREOF, the said PRINCE	PAL has caused these presents to be executed in its name and
its corporate seal (where applicable) to be hereunt	o affixed by its duly authorized representative(s), on the day
of	, and the SURETY has caused these presents to be executed
in its name its corporate seal to be hereunto	affixed by its authorized representative(s) on the day of
, 20	
	Streets II C
(Corporate Seal) (where applicable)	Streets, LLC
	Principal
A DOMESTICAL	a I have MI / A to
ATTEST:	Signed: My / Julian
Karl all-	Authorized Representative
Corporate Secretary (where applicable)	Title
Corporate Secretary (where applicable)	Address: 100 SE 25th Street, Oklahoma City, OK 73129
	Telephone: 405-632-6664
	receptione. 100 002 0001
(Corporate Seal) (where applicable)	Fidelity and Deposit Company of Maryland
(	Surety
	. 0: :
ANTARIOSTX Witness:	Signed: Vuke Whom
	Authorized Representative
0 00 (0 1	
	ey-in-fact
Copporate Secretary (where applicable)	Title
	Address: 9401 Cedar Lake Ave., Oklahoma City, OK 73114
	Telephone: 405-463-7512
ACKNO	DWLEDGMENT
STATE OF OVER MICHAEL	
STATE OF OKLAHOMA	1 1010-01-01
COUNTY OF CA	the sample of th
The foregoing instrument was acknowledged before	me this day of harden des 80.
20 19. by ( has W. Streets, Fresident)	me & Title) of
	rporation, on behalf of the corporation.
N	. ^ .
WITNESS my hand and seal this day of	Northern Der , 2019
Something Phone	SYNTHIA SYNTHIA
VIVILLE CON	NOT THE SECOND PROPERTY OF THE
Notary Public	age 2 of 3  Maintenance Bond No. MB-1920-30
8-18-2-EST	
My Commission Expires:	
and the state of t	Or of 3
***	Okt and on the last of 3
	SYNTHA age 2 of 3  Maintenance Bond No. MB-1920-30

 $z_i = 1, \dots, N_i = K$ 

### CITY OF NORMAN

Approved as to form and legality this 5 day	VIS	, 20 <u>19</u> . 
A	City Attorney	20
	day of	
ATTEST:		
City Clerk	Mayor	

Page 3 of 3 Maintenance Bond No. MB-1920-30

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN T	TESTIMONY WHEREOday of	F, I have hereunto	subscribed my name and affixe	d the corporate seals of the said Companies,
	Service of the servic	1998 HO	SEAL B	Brum Hodgeo
				Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577