

PERFORMANCE BOND

#LSM0628557

Know all men by these presents, that Griffis Tree Farm, LLC as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, 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 Thirteen thousand nine hundred sixty eight DOLLARS, (\$13,968.00), 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:

Brookhaven Creek Improvement Project Phase 2
Tree Replacement

has entered into a written CONTRACT (K-1415-109) with THE CITY OF NORMAN, 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 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 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 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 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 23rd day of March, 2015, 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 23rd day of March, 2015.

(Corporate Seal) (where applicable)

Griffis Tree Farm LLC

Principal

ATTEST:

Signed:

Authorized Representative

CO-OWNER

Title

Address: 10155 LITTLE RIVER DR. NORMAN 73026

Telephone: 405-535-9900

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

RLI Insurance Company

Surety

ATTEST:

Signed:

Authorized Representative

Linda Ferguson, Attorney-in-Fact

Title

Corporate Secretary (where applicable)

Address: P.O. Box 1019 Noble

Telephone: 405-872-5500

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name & Title) of _____, a _____ corporation, on behalf of the corporation.

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

Notary Public

My Commission Expires: _____

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Performance Bond No. B-1415-82

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (Name & Title) of _____, a
_____.

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

Notary Public

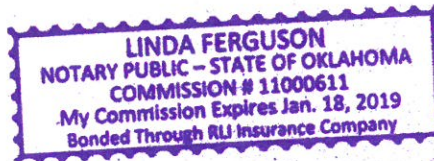
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 24 day of March, 2015 by
David Griffis (Name & Title) partner (agent) on behalf of
Griffis Tree Farm LLC, a partnership.

WITNESS my hand and seal this 24 day of March, 2015.

Linda Ferguson
Notary Public



My Commission Expires: 1.18.19

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

CITY Attorney

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

ATTEST:

City Clerk

Mayor



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0628557

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Linda Ferguson in the City of Noble, State of Oklahoma, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Griffis Tree Farm LLC

Obligee: City of Norman

Bond Amount: \$ 13,968.00

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"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."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 23rd day of March, 2015.

ATTEST:

Cynthia S. Dohm
Cynthia S. Dohm

Assistant Secretary



RLI Insurance Company

Roy C. Die

Vice President

On this 23rd day of March, 2015 before me, a Notary Public, personally appeared Roy C. Die and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler
Notary Public

