CITY OF NORMAN

87C001299

MAINTENANCE BOND

Know all men by these presents that The Ohio Casualty Insurance Company and The Ohio Casualty Insurance Company	, as Principal,
state of New Hampshire , and authorized to transact business in the State of Oklahoma, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of Oklahoma, herein called CITY, in the sum of One million forty three thousand eight bundred pipely 8 of	as SURETY, f the State of
(1,043,890.00° \$), such sum being equal to the contract price and being in force for a period from the date of the acceptance of the below described improvements by the City Council, a for the sum of cighty four and 00/100 DOLLARS(*156,584.00*	od of one year and thereafter ch sum being

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

BID 1718-8 URBAN ASPHALT PAVEMENT RREPAIR 2016 BOND PROGRAM FYE 2018 LOCATIONS

has entered into a written CONTRACT (<u>1718-8</u>) with the CITY OF NORMAN, dated this <u>25</u> da of <u>July</u> , <u>20 17</u> for the erection and construction of this PROJECT, that CONTRAC being incorporated herein by references as if fully set forth; and,	iy T
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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 or expense to 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 two (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. 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.

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 obligations of this Bond.

IN WITNESS WHEREOF, the said 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 25 day of July	$\frac{1}{20}$, and the SURETY has caused these
presents to be executed in its name its corporate s	seal to be hereunto affixed by its authorized
representative(s) on the 25 day of July , 201	
WINSTRUCTION,	
(Cornerate Seel) (where seed of ORPORA	
(Corporate Seal) (where applicable)	Daineigh / CAA
ATTEST:	Principal
	Signed: Authorized Representative
DS6 101 300 30 30	Title: Exec. Ver President
CAHOMICO CONTRACTOR OF THE CON	THE LIEU VICE LESI MENT
Corporate Secretary (where applicable)	Address: 2401 S Broadway
	Moore OK 73160
	Telephone: 405-793-1725
(Corporate Seal) (where applicable)	Surety: The Ohio Casualty Insurance Company
ATTEST: Policy Office	Si dama (a) anno la
ATTEST CUbut eschel	Signed: Authorized Population
	Authorized Representative
	Printed: Shawn Warren
	Authorized Representative
	p
	Title: Attorney-In-Fact
	Address: 1700 N Broadway Moore OK 73160
	Address. 1700 N Dibadway Mobile, OK 73100
	Telephone: 405-799-3311
CORPORATE ACKNOY	VLEDGEMENT
STATE OF OKlahoma)	
) ss:	
COUNTY OF Cleveland) ss:	
The foregoing instrument was acknowledge before me	e this 71 day of \ \ \ 2017
The foregoing instrument was acknowledge before me by Craig Parker - Execute President (Nam	ne and Title), of Share Stac Contractor Con Tree
a(n) corporation, on behalf of the corporation.	Jiles is an internal Co. Are
WITNESS my hand and seal this 31 day of 0	
	Tom Medden
	Notary Public
My Commission Expires:	Troday I dollo
OTAR TERRI MA	DDEN
03/05//9 (SEAL) Notary P	ublic
State of Okl	ahoma Maintananaa Dand No. MD 1719 9
Commission # 15092105 Ex	Page 2 of 3

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INDIVIDUAL ACKNOWLEDO	GEMENT	
STATE OF)		
STATE OF) ss: COUNTY OF)		
The foregoing instrument was acknowledge before me this(Name and Title) of	day of	_, 20, by
a(n) corporation.		
WITNESS my hand and seal this day of	, 20	
My Commission Expires:	Notary Public	
PARTNERSHIP ACKNOWLED	GEMENT	
STATE OF)		
STATE OF) ss: COUNTY OF)		
The foregoing instrument was acknowledge before me this (Name and Title)	day of	, 20, by (partner/agent)
on behalf of, a partnership.		
WITNESS my hand and seal this day of	, 20	
My Commission Expires:	Notary Public	
CITY OF NORMAN		
Approved as to form and legality this day of	, 20	
Approved by the Council of the City of Norman this	City Attorney	, 20
ATTEST:		
City Clerk Mayor		