

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these present that Downey Contracting, L.L.C., 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 the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of ~~One million three hundred twenty-five thousand five hundred & no/100~~ DOLLARS (\$ 1,325,500.00), 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:

NORMAN POLICE AND FIRE INVESTIGATION FACILITY

has entered into a written CONTRACT (K-1213-89) 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; 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.

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 day 18th of June, 2013, 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 18th day of June 2013.

(Corporate Seal) (where applicable)

ATTEST:

Clacie Kyle
Corporate Secretary (where applicable)

Witness



Downey Contracting, L.L.C.
Principal

Signed: L.F. Downey
Authorized Representative
L.F. Downey, Manager
Title

Address: 3217 Northeast 63rd Street
Telephone: 405/478 5277 Oklahoma City OK 73121

(Corporate Seal) (where applicable)

ATTEST:

Patsy A. Payne
Corporate Secretary (where applicable)

Fidelity and Deposit Company of Maryland
Surety

Signed: Donna Stevens
Authorized Representative

Donna Stevens, Attorney-in-fact

Title
Address: P.O. Box 22127, OKC, OK 73123
Telephone: 405-843-9481

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF OKLAHOMA _____)

The foregoing instrument was acknowledged before me this 18 day of June, 20 13, by L.F. Downey, Manager (Name & Title) of Downey Contracting, L.L.C., a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18 day of June, 20 13.

Donna Stevens
Notary Public

My Commission Expires: 4/7/14 #02003420

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

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

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

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____ partner (agent) on behalf of _____, 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 25th day of June, 2012

Y. J. Bales
City Attorney

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

ATTEST:

City Clerk

Mayor