

Bond #9224390

NOV 2 2016

PERFORMANCE BOND

RECEIVED

Know all men by these presents, that Streets, LLC 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, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Seventy Three Thousand Ninety One DOLLARS, (\$ 273,091.00), 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:

201 WEST GRAY ADMIN BUILDING MECHANICAL RENOVATION PROJECT

has entered into a written CONTRACT ()with THE CITY OF NORMAN, dated , 2016, 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 2nd day of November, 2016, 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 2nd day of November, 2016.

(Corporate Seal) (where applicable)

Streets, LLC
Principal

ATTEST:

David B. PLC

Corporate Secretary (where applicable)

Signed: Chris W. Streets
Authorized Representative
Managing Member
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

~~ATTEST~~ Witness:

Debbie Slack

Corporate Secretary (where applicable)

Signed: Vicki Wilson
Authorized Representative

Attorney-in-fact
Title

Address: P. O. Box 5010, Edmond, OK 73083-5010
Telephone: 405-341-8330

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF Cleveland _____)

The foregoing instrument was acknowledged before me this 2 day of November, 2016, by Chris W. Streets (Name & Title) of Streets LLC Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 2 day of November, 2016.

[Signature]
Notary Public
My Commission Expires 8-18-20
OKLAHOMA

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ partner (agent) on behalf of _____, a partnership.

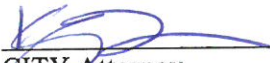
WITNESS my hand and seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 16 day of November, 2016.



CITY Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 2016.

ATTEST:

City Clerk

Mayor