



A Member of the Tokio Marine Group

Bond No. PB 01645300027

SUBCONTRACT PERFORMANCE BOND FORM A

KNOW ALL PERSONS BY THESE PRESENTS, That 4D Lawn and Landscape Co., PO Box 6678, Lawton, OK 73506

(Insert the full name and name of subcontractor)

as Principal, hereinafter called principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation authorized to transact business as a corporate surety in the State of Texas, as Surety, hereinafter called Surety, are held and firmly bound unto City of Norman PO BOX 370, Norman, OK 73070

(Insert the full name and address of the general contractor)

as Obligee, hereinafter called Obligee, in the amount of two hundred forty five thousand, five hundred, and 17/100----- Dollars (\$ 245,500.17), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 13th 2018 entered into a subcontract with Obligee for Bid RFP-1718-39 Streets Bond Project-Lindsey Street Landscaping

in accordance with drawings and specifications prepared by The Benham Companies LLC 9400 North Broadway Suite 300 Oklahoma City OK 73114 which subcontract is by reference made a part hereof, and is hereinafter referred to as the subcontract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be in default under the subcontract, the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default, subject to the provisions of paragraph 3 herein or:
(2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
(3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the subcontract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

Signed and Sealed this 13th day of February, 2018

Approved:

4D Lawn and Landscape Co. [Signature] Principal (Seal)

Obligee

PHILADELPHIA INDEMNITY INSURANCE COMPANY [Signature] Derric Nicole West Attorney in Fact (Seal)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

Performance Bond No. B-1718-55