

**PERFORMANCE BOND**

Known all men by these presents, that Downey Contracting, LLC as PRINCIPAL, and Fidelity and Deposit Company of Maryland 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 Five hundred forty eight thousand two hundred fifty one and ninety hundredths DOLLARS, (\$ 548,251.90), 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:

**BID 1516-44 SUTTON WILDERNESS LAKE DAM & SPILLWAY REPAIR PROJECT**

has entered into a written CONTRACT (K-1516-76) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 expense 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 of the State of Oklahoma and by the Secretary of the U.S. Department 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

Downey Contracting, L.L.C.

ATTEST:



Principal Signed: \_\_\_\_\_

Authorized Representative  
Brandon Downey

Title: Manager

Address: 3217 NE 63rd Street  
Oklahoma City OK 73121

Telephone: 405/478 5277

Corporate Secretary (where applicable)

Surety: Fidelity and Deposit Company of Maryland

Signed: \_\_\_\_\_

Authorized Representative

Printed: Carey L. Payne

Title: Attorney-in-Fact

Address: P.O. Box 22127, OKC, OK 73123

Telephone: (405) 843-9481

(Corporate Seal) (where applicable)

ATTEST:

*Patsy A Payne*

CORPORATE ACKNOWLEDGEMENT

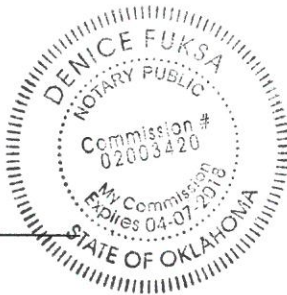
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledge before me this 22 day of February, 20 16 by  
Brandon Downey, Manager (Name and Title), of Downey Contracting corporation, on behalf  
of the corporation. L.L.C.

WITNESS my hand and seal this 22 day of February, 20 16.

My Commission Expires:

4/7/18 #02003420



[Signature]  
Notary Public

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, on behalf  
of the 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), of \_\_\_\_\_, a(n) corporation, on behalf of the corporation.

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