## PERFORMANCE BOND

	as PRINCIPAL, and
The Ohio Casualty Ins Co Corporation organized under the laws of the State of	New Hampshire and
authorized to transact business in the State of Oklahoma, as SURETY, are held an	d firmly bound unto THE
Two Million two hundred twenty six thousand four DOLLARS (\$ 2,226,480,45)	alled CITY, in the sum of
DOLLARS, (\$ 2,226,480.45 ), for the phundred eighty dollars and 45/100 hundred eighty dollars and 45/100 hundred eighty dollars and SURETY bind themselves, their heirs, executors, administrator	s, 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 1718-12 CDBG – Disaster Relief Part 4: Projects GC0067 & GC0068

has entered into a written CONTRACT (\_\_1718-12\_) with THE CITY OF NORMAN, dated this \_\_16th day of \_\_August \_\_\_\_\_\_, 20\_17\_ 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 <a href="https://doi.org/10.1016/j.ncm/">16th day of August , 20 17</a> 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 August 16th , 20 17 .

Silver Star Construction Company
Principal

Performance Bond No. B-1718-23

(Corporate Seal) (where applicable Su	Principal Signed:  Authorized Representative  Title:  Address:  2401 S Broadway  Moore OK 73160  elephone:  405-793-1725  arety: The Ohio Casualty Insurance Company  gned:  Authorized Representative
	Authorized Representative  Title: Attorney-In-Fact  Address: 1700 N Broadway Moore OK 73160  Telephone: 405-799-3311
STATE OF Oklahana ) ) ss: COUNTY OF Cleveland )  The foregoing instrument was acknowledge before the state of	(Name and Title), of , a(n) corporation, on behalf of the corporation.
TERRI SEAL Nota	MADDEN  ary Public  f Oklahoma  Notary Public

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF )			
) ss: COUNTY OF)			
The foregoing instrument was acknowledge before me (Name and Ta(n) corporation.	this day of Title) of	, 20	, by
a(n) corporation.			?
WITNESS my hand and seal this day of _	, 20		
My Commission Expires:	Notary Public		
PARTNERSHIP AC	KNOWLEDGEMENT		
STATE OF) ss: COUNTY OF)			
COUNTY OF)			
The foregoing instrument was acknowledge befo  (Name and Tibehalf of, a partner)	re me this day of	(part	, 20, by tner/agent) on
behalf of, a partne	ership.		
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			
	City Attorney	<del></del>	
Approved by the Council of the City of Norman this	day of	, 20	<i>_</i> •
ATTEST:			
City Clerk	Mayor		