

PERFORMANCE BOND

Know all men by these presents, that _____ Streets, LLC _____ as PRINCIPAL, and Westfield Insurance Company _____, a corporation organized under the laws of the State of _____ Ohio _____, 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 ^{Six Hundred Ninety Five Thousand Four Hundred} ~~Seventeen & 00/100~~ DOLLARS, (\$ 695,417.00), 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:

BUILDING A MECHANICAL RENOVATION PROJECT

has entered into a written CONTRACT (_____) 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.

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 _____ day of _____, 2014, 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 _____, 2014.

(Corporate Seal) (where applicable)

Streets, LLC

Principal

Signed: Chris Streets

Authorized Representative
Managing Member

Title

Address: 100 SE 25th St., Oklahoma City, OK 73129

Telephone: 405-632-6664

ATTEST:

David B. Rhoads

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Westfield Insurance Company

Surety

Signed: Vicki Wilson

Authorized Representative

Attorney-in-fact

Title

Address: P. O. Box 5010, Edmond, OK 73083-5010

Telephone: 405-341-8330

~~ATTEST~~ Witness:

Debbie Slack

~~Corporate Secretary (where applicable)~~

CORPORATE ACKNOWLEDGMENT

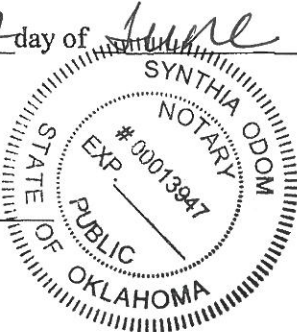
STATE OF OKLAHOMA Oklahoma
COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 12 day of June, 2014, by Chris Streets (Name & Title) of Streets, LLC, a Limited Liability corporation, on behalf of the corporation.

WITNESS my hand and seal this 12 day of June, 2014.

Synthia Odom
Notary Public #0003947

My Commission Expires: 8-18-16



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ partner (agent) on behalf of _____, a partnership.


WITNESS my hand and seal this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 13 day of June, 2014.



CITY Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 2014.

ATTEST:

City Clerk

Mayor