

PERFORMANCE BOND

Known all men by these presents, that Nash Construction Company as PRINCIPAL, and Employers Mutual Casualty Company Corporation organized under the laws of the State of Iowa 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 One Million Three Hundred Thirty Five Thousand Three Hundred Seven and 00/100 DOLLARS, (\$ 1,335,307.00), 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:

URBAN ASPHALT PAVEMENT REHABILITATION FYE 2013 PROJECTS

has entered into a written CONTRACT (K-1213-1) with THE CITY OF NORMAN, dated _____, 2012, 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____.

Nash Construction Company

Principal

(Corporate Seal) (where applicable)

ATTEST:

Charlotte Monasco

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Deborah L. Raper

Principal

Signed: William K. Nash

Authorized Representative

Title: President

Address: 700 South Irving

Oklahoma City, OK 73129

Telephone: 405.672.2792

Surety: Employers Mutual Casualty Company

Signed: Deborah L. Raper

Authorized Representative

Printed: Deborah L. Raper

Authorized Representative

Title: Attorney-in-Fact

Address: 1608 NW Expressway, Suite 100, Oklahoma City, OK

Telephone: 405.418.8600

Performance Bond No. B-1213-1

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

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

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

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by William K. Nash (Name and Title) President
(partner/agent) on behalf of Nash Construction Company, 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 13th day of July, 2012.

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor

Performance Bond No. B-1213-1
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