

PERFORMANCE BOND

Know all men by these presents, that Boyce Industries Inc. as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, 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 ~~Forty-Two Thousand Three Hundred Seventy-One~~ DOLLARS, (\$~~42,371.50~~), 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:

WAYFINDING PILOT PROJECT ON MAIN STREET IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-1516-88) with THE CITY OF NORMAN, dated XX-XX, 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 25th day of January, 2016, 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 29 day of January, 2016.

(Corporate Seal) (where applicable)

Connie Sue Billings
Principal

ATTEST:

Norma E Boyce, Secy.
Corporate Secretary (where applicable)

Signed: Connie Sue Billings
Authorized Representative
Vice President
Title

Address: 3160 W Karway Springfield MO
Telephone: 417-862-1778 65803

(Corporate Seal) (where applicable)

Western Surety Company
Surety

ATTEST:

Signed: [Signature]
Authorized Representative

Attorney In Fact

Corporate Secretary (where applicable)

Title

Address: 2274 E Sunshine, Springfield, MO. 65804
Telephone: 417-881-8333

CORPORATE ACKNOWLEDGMENT

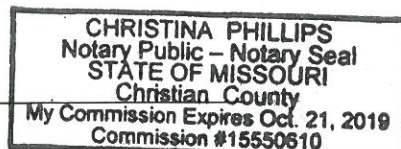
STATE OF MISSOURI)
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me this 25th day of January, 2016, by Connie Sue Billings, VP (Name & Title) of Boyce Industries, a Missouri corporation, on behalf of the corporation.

WITNESS my hand and seal this 25th day of January, 2016.

Christina Phillips
Notary Public

My Commission Expires: _____



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ (Name & Title) of _____,
a _____.

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

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ (Name & Title) partner (agent) on
behalf of _____, a partnership.

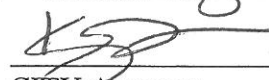
WITNESS my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 17 day of February, 2016.



CITY Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robin B Talty, Richard A Ollis, Pamela Ann Klein, Individually

of Springfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of July, 2015.



WESTERN SURETY COMPANY

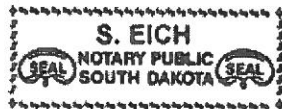
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of JANUARY, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary