

**CITY OF NORMAN
MAINTENANCE BOND**

#11b2054193

Know all men by these presents that Precision Concrete Cutting of Oklahoma, LLC as Principal, and Old Republic Surety Company a corporation organized under the laws of the State of Wisconsin, 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 Thousand Dollars (\$40,000.00), 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/or best bidder on the following project:

SIDEWALK SAW CUTTING PROJECT

has entered into a written CONTRACT (K-1718-90) with the CITY OF NORMAN, dated February, 2018 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said 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.

IN WITNESS WHEREOF, the said 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), on the 31st day of January, 2018, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 31st day of January, 2018.

Maintenance Bond No. MB-1718-38

(Corporate Seal) (where applicable)

Oklahoma, LLC.

ATTEST:

Member _____

Corporate Secretary (where applicable)
Mustang, OK. 73064

(Corporate Seal) (where applicable)

Company _____

ATTEST:

Fact _____

OK. 74003 _____

4100 _____

Principal: Precision Concrete Cutting of

Signed: RoxAnn Baker
Authorized Representative

Title: RoxAnn Baker, Managing

Address: 11417 SW. 109th St.

Telephone: 405-427-4455

Surety: Old Republic Surety

Signed: [Signature]
Authorized Representative

Printed: David Faust,

Authorized Representative

Title: Attorney-in-

Address: 217 S. Choctaw Bartlesville,

Telephone: 918 337



CORPORATE 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:

Maintenance Bond MB-1718-38

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF CANADIAH)

The foregoing instrument was acknowledge before me this 6 day of Feb, 2018, by Robert Baker Managing Member (Name and Title) of Precision Concrete Cutting, Inc. a(n) corporation. Oklahoma LLC

WITNESS my hand and seal this 6 day of Feb, 2018.



Tina Carter
Notary Public

My Commission Expires:
5-18-19

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and 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 12 day of February, 2018.

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor

Maintenance Bond No. MB-1718-38

“FALSE INFORMATION AFFIDAVIT”

STATE OF Oklahoma)
) ss:
COUNTY OF Canadian)

RoxAnn Baker, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Precision Concrete Cutting of Oklahoma LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

RoxAnn Baker
Contractor

Subscribed and sworn to before me this 31 day of January, 2018.

Tana R. Steinbruck
Notary Public

My Commission Expires:

5-13-19

