

PERFORMANCE BOND

Bond #GR22037

Know all men by these presents, that Terrell Electric, Inc. as PRINCIPAL, and Granite Re, Inc. a corporation organized under the laws of the State of Oklahoma, 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 Four Hundred Eighty-Five Thousand Five Hundred DOLLARS (\$485,500.00), 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:

NORMAN PUBLIC LIBRARY LIGHT FIXTURE REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1213-89) with THE CITY OF NORMAN, dated November 13, 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 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 13th day of November, 2012 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 13th day of November, 2012.

(Corporate Seal) (where applicable)

ATTEST:

Rebecca Terrell
Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Witness

~~XXXXXX~~:

Christi Lewis
Corporate Secretary (where applicable)

Terrell Electric, Inc.
Principal

Signed William H. Terrell
Authorized Representative
President
Title

Address: 523 Highland Parkway, Norman, OK 73069
Telephone: 405-364-6923

Granite Re, Inc.
Surety

Signed: David Dutton
Authorized Representative

David Dutton, Attorney-in-Fact
Title

Address: 14001 Quailbrook Drive, Oklahoma City, OK 73134
Telephone: 405-752-2600

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF Cleveland _____)

The foregoing instrument was acknowledged before me this 13th day of November, 2012, by William H. Terrell, President (Name & Title) of Terrell Electric, Inc.,
an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 13 day of November, 2012.

Ramona L Lenhart
Notary Public #09000697

My Commission Expires: 1/31/2013

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
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.

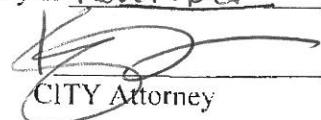
WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 8 day of November, 2012.


CITY Attorney

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

ATTEST:

City Clerk

Mayor

S T A T U T O R Y B O N D

Bond #GR22037

Know all men by these presents that Terrell Electric, Inc., as PRINCIPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Four Hundred Eighty-Five Thousand Five Hundred DOLLARS (\$ 485,500.00), 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:

NORMAN PUBLIC LIBRARY LIGHT FIXTURE REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1213-89) with THE CITY OF NORMAN, dated November 13, 2012, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to all parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

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 obligation 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), on the 13th day of November 2012, 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 on the 13th day of November 2012.

(Corporate Seal) (where applicable)

Terrell Electric, Inc.

Principal

Signed: William H. Terrell

Refer to next page for Surety execution

ATTEST:

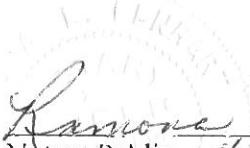
Rebecca Guee

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 13 day of November, 2012, by
William H. Terrell, President (Name and Title) of Terrell Electric, Inc., a
corporation, on behalf of the corporation.

WITNESS my hand and seal this 13 day of November, 2012.


Karenne L. Leekhart
Notary Public #09000647

My Commission Expires: 1/21/2013

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

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

WITNESS my hand and seal this _____ day of _____, 2004.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged 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 _____

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 8 day of November, 2012.



City Attorney

Approved by the CITY OF NORMAN this 8 day of November, 2012.

ATTEST:

City Clerk

Mayor

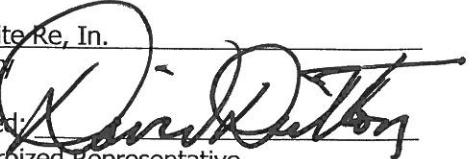
SURETY EXECUTION:

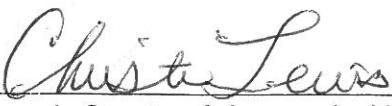
Page 3 of 3
Statutory Bond No. B-1213-37

(Corporate Seal) (where applicable)

Granite Re, In.
Surety

Witness:

Signed: 
Authroized Representative



Corporate Secretary (where applicable)

David Dutton, Attorney-in-Fact
Title

Address: 14001 Quailbrook Drive, Oklahoma City
OK 73134
Telephone 405-752-2600

**CITY OF NORMAN
MAINTENANCE BOND**

Bond #GR22037

Know all men by these present that Terrell Electric, Inc., as Principal, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Eighty-five Thousand Five Hundred DOLLARS (\$ 485,500.00), 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:

NORMAN PUBLIC LIBRARY LIGHT FIXTURE REPLACEMENT PROJECT

has entered into a written CONTRACT (K-1213-89) with THE CITY OF NORMAN, dated November 13, 2012, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference 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 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. 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.

If 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 day 13th of November, 2012, 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 day of November 13, 2012.

(Corporate Seal) (where applicable)

ATTEST:

Rebecca Juee

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Witness

XXXXXX:

Christi Lewis

Corporate Secretary (where applicable)

Terrell Electric, Inc.

Principal

Signed: William H. Terrell

Authorized Representative

President

Title

Address: 523 Highland Parkway, Norman, OK 73069

Telephone: 405-364-6923

Granite Re, Inc.

Surety

Signed: David Dutton

Authorized Representative

David Dutton, Attorney-in-Fact

Title

Address: 14001 Quailbrook Drive, Oklahoma City, OK 73134

Telephone: 405-752-2600

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF Cleveland _____)

The foregoing instrument was acknowledged before me this 13th day of November, 2012, by William H. Terrell, President (Name & Title) of Terrell Electric, Inc., a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 13 day of November, 2012.

Ramona L. Lehnert
Notary Public #09000697

My Commission Expires: 1/21/2013

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF _____)

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

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

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

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

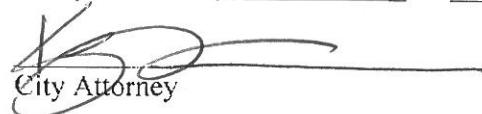
WITNESS my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 8 day of November, 2012.



City Attorney

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

ATTEST:

City Clerk

Mayor