

PERFORMANCE BOND

Know all men by these presents that RDNJ, LLC dba: A-Tech Paving, as PRINCIPAL, and Hudson Insurance Company, a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN TAX INCREMENT FINANCE AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Eight Hundred Eleven Thousand, Three Hundred Fifteen and 50/100 Dollars (\$ 811,315.50), 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:

**Traffic Signal and Intersection Improvements for
24th Avenue NW and Radius Way**

has entered into a written CONTRACT (K-1617-09) with the AUTHORITY, 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 the 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 AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the 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 the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY 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 and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Performance Bond No. B-1617-09
Page 1 of 4

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 ____ 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 ____.

(Corporate Seal) (where applicable)

ATTEST

Lauren M. Rice
Corporate Secretary (where applicable)

RDNJ, LLC dba: A-Tech Paving
PRINCIPAL

Signed:

J. Doyle
Authorized Representative

Jay Doyle President
Name and Title

Address:

PO Box 2865
Edmond, OK 73083

Telephone:

405-418-4741

(Corporate Seal)

ATTEST

[Signature]
Corporate Secretary

Hudson Insurance Company
SURETY

Signed:

Amy Lambert
Authorized Representative
Amy Lambert Attorney-In-Fact
Name and Title

Address:

1900 NW Expressway, Suite R117
Oklahoma City, OK 73118

Telephone:

918.299.2345

Performance Bond No. B-1617-09

Page 2 of 4

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)§

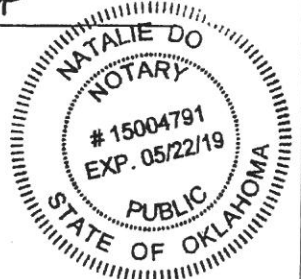
The foregoing instrument was acknowledged before me this 18th day of October
20 16, by Jay Doyle, President of A-Tech Paving
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 18th day of October 20 16.

Notary Public

My Commission Expires: 5/22/19

Natalie Dr



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this ____ day of _____
20 ____ by _____ an individual.
Name and Title

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

Notary Public

My Commission Expires: _____

Performance Bond No. B-1617-09
Page 3 of 4

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)S
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, by _____ partner (or agent) on behalf of
 Name and Title

_____, a partnership.

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

Notary Public

My Commission Expires: _____

NORMAN TAX INCREMENT FINANCE AUTHORITY

APPROVED as to form and legality this 18 day of October, 2016.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN TAX INCREMENT FINANCE AUTHORITY this ____ day of _____, 20 ____.

NORMAN TAX INCREMENT FINANCE AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary

Performance Bond No. B-1617-09
Page 4 of 4