

## PERFORMANCE BOND

Know all men by these presents that Central Contracting Services, Inc., as PRINCIPAL, and Developers Surety and Indemnity Company, 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 ~~Two Hundred Forty Four and no/100~~ <sup>Five Hundred Ninety Eight Thousand</sup> Dollars (\$ 598,244.00-----), 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:

### ROCK CREEK ROAD WATERLINE PROJECT NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1718-68) with THE CITY OF NORMAN, 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 CITY 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 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 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 \_\_\_\_ day of November, 2017, 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 November, 2017.

(Corporate Seal) (where applicable)

ATTEST

James L. Tipken  
Corporate Secretary (where applicable)

Central Contracting Services, Inc.  
PRINCIPAL

Signed: James L. Tipken  
Authorized Representative

James L. Tipken, President  
Name and Title

Address: 17301 S. Sunnyslane  
Norman, OK 73071

Telephone: 405-370-1621

(Corporate Seal)

ATTEST

Candice W. Switzer  
Corporate Secretary

Developers Surety and Indemnity Company  
SURETY

Signed: Tina E. Switzer  
Authorized Representative

Tina E. Switzer, Attorney-in-Fact  
Name and Title

Address: 3300 S. Lakeside Drive  
Oklahoma City, OK 73179

Telephone: 405-917-2512

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
COUNTY OF Cleveland )§

The foregoing instrument was acknowledged before me this \_\_\_ day of November,  
20 17, by James L. Tipken, President of Central Contracting Services, Inc.  
a Oklahoma <sup>Name and Title</sup> corporation, on behalf of the corporation.

WITNESS my hand and seal this \_\_\_ day of November ~~2017~~ 2017

Natalie Noel Leggett  
Notary Public

My Commission Expires: 08/13/20



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
COUNTY OF \_\_\_\_\_ )§

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by \_\_\_\_\_ an individual.  
<sup>Name and Title</sup>

WITNESS my hand and seal this \_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

