

Bond # OKC53513

PERFORMANCE BOND

Know all men by these presents, that M&M Wrecking, Inc PRINCIPAL, and Merchants Bonding Company a corporation organized under the laws of the State of Iowa, 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 Thirty-Two Thousand Four Hundred DOLLARS, (\$ 32,472.00), 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:

Demolition and Clearing of the Structure and Paving Located at 1 West Gray Street

has entered into a written CONTRACT (K1415-23) with THE CITY OF NORMAN, dated August, 2014, for the execution 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 execution 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 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 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), and the 19th day of August, 2014, 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 19th day of August, 2014.

(Corporate Seal (where applicable))

ATTEST:

Louis Y. Smallwood
Corporate Secretary (where applicable)

M & M Wrecking, Inc.

Principal

Signed: *Ronnie Mason*
Authorized Representative

Ronnie Mason, Owner

Title

Address: 860 S. County Line Rd

Blanchard, OK 73010

Telephone: (405) 392-4362

Corporate Seal (where applicable)

ATTEST:

Christy N
Corporate Secretary (where applicable)

Merchants Bonding Company

Surety

Signed: *John Gipson*
Authorized Representative

John Gipson, Attorney-in-Fact

Title

Address: 709 Wall Street

Norman, OK 73069

Telephone: (405) 321-2727

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF Grady)

The foregoing instrument was acknowledged before me this 19th day of August, 2014,
by Caleb Combs - Estimator Name and Title
of _____, a Crane & M Wrecking, Inc
corporation, on behalf of the corporation.

WITNESS my hand and seal this 19th day of August, 2014.



Lorie J. Smallwood
Notary Public

My Commission Expires:

4.22.17

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by _____

Name and Title of _____, a _____

WITNESS my hand and seal this _____ day of _____, 2014.

N/A

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by _____ Name and Title
partner (agent) on behalf of _____ a partnership.

NA

WITNESS my hand and seal this _____ day of _____, 2014.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 20 day of August 2014.

[Signature]

City Attorney

Approved by the Council of the City of Norman this _____ day of _____ 2014.

ATTEST:

City Clerk

Mayor