

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these presents that RoxAnn Baker as Principal, and Precision Concrete Cutting of OK LLC 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 Thirth Eight Thousand Eight Hundred Fifty Dollars and zero cents /100 (DOLLARS); (\$ 38 , 850 . 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-1819-52) with the CITY OF NORMAN, dated August 20, 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 August, 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 August, 2018.

Maintenance Bond No. MB-1819-18
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)



(Corporate Seal) (where applicable)

ATTEST:

Principal
Signed: _____

Rox Ann Baker

Authorized Representative

Title: _____

Owner

Address: 11417 SW 109th

Mustang, OK 73064

Telephone: 405-427-4455

Surety: *Western Surety Company*

Signed: _____

Authorized Representative

Printed: _____

STEVEN BROOKS

Authorized Representative

Title: _____

Agent

Address: _____

9304 Robtice Ct, Edmond, OK 73034

Telephone: _____

405-463-0399

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 No. MB-1819-18

Page 2 of 3

INDIVIDUAL 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.

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

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

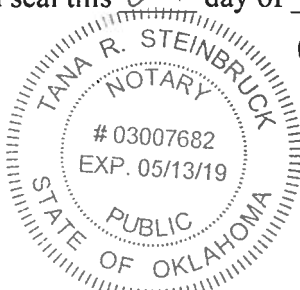
STATE OF Oklahoma)
) ss:
COUNTY OF Canadian)

The foregoing instrument was acknowledge before me this 21 day of August, 2018, by _____ (Name and Title) RoxAnn Baker / Owner (partner/agent) on behalf of Precision Concrete Cutting of OK LLC, a partnership.

WITNESS my hand and seal this 21 day of August, 2018.

Notary Public

My Commission Expires:
5-13-19



CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

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

ATTEST:

City Clerk

Mayor

Maintenance Bond No. MB-1819-18
Page 3 of 3

PERFORMANCE BOND

Known all men by these presents, that RoxAnn Baker as PRINCIPAL, and Precision Concrete Cutting of OK LLC 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 Thirty Eight Thousand Eight Hundred Fifty Dollars and zero cents & /100 (DOLLARS); (\$ 38 , 850 . 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:

SIDEWALK SAW CUTTING PROJECT

has entered into a written CONTRACT (K- 1819-52) with THE CITY OF NORMAN, dated August 20, 2018, 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 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 31st day of August, 2018 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 August 31st, 2018.

Performance Bond No. B 1819-33
Page 1 of 3

RoxAnn Baker

Principal

(Corporate Seal) (where applicable)

ATTEST:

Principal Signed: Rox Ann Baker
Authorized Representative

Title: Owner

Address: 11417 Sw 109th St.

Mustang, OK 73064

Telephone: 405-427-4455

Surety: Western Surety Company

Signed: [Signature]
Authorized Representative

Printed: STEVEN BROOKS
Authorized Representative

Title: Agent

Address: 930A Robt Rice Ct Edmond OK 73034

Telephone: 405-463-0399

Corporate Secretary (where applicable)



(Corporate Seal) (where applicable)

ATTEST:

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:

Performance Bond No. B 1819-33
Page 2 of 3

INDIVIDUAL 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.

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

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Canadian)

The foregoing instrument was acknowledge before me this 21 day of August, 2018, by _____ (Name and Title) RoxAnn Baker / Owner (partner/agent) on behalf of Precision Concrete Cutting of OK US, a partnership.

WITNESS my hand and seal this 21 day of August, 2018.

My Commission Expires:
5-13-19

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20__.

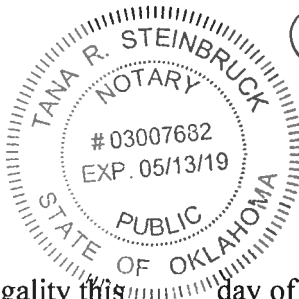
City Attorney

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

ATTEST:

City Clerk

Mayor



[Signature]
Notary Public

STATUTORY BOND

Known all men by these presents that RoxAnn Baker as PRINCIPAL, and Precision Concrete Cutting of OK LLC, 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 Thirty Eight Thousand Eight Hundred Fifty & zero /100 (DOLLARS); (\$ 38 , 850 . 00), or 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:

SIDEWALK SAW CUTTING PROJECT

has entered into a written CONTRACT (K-1819-52) with THE CITY OF NORMAN, dated August 20, 2018, 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 and 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 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 31st day of August, 2018, 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 31st day of August, 2018.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Principal
Signed:

Rox Ann Baker
Authorized Representative

Title:

Owner

Address: 11417 SW 109th St.

Mustang, OK 73064

Telephone: 405-427-4455

Statutory Bond No. B-1819-34

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:



Surety: Western Surety Company

Signed: [Signature]
Authorized Representative

Printed: STEVEN BROOKS
Authorized Representative

Title: AGENT

Address: 930A Robtruce Ct Edmond, OK 73034

Telephone: 405-463-0399

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:

INDIVIDUAL 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.

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

Notary Public

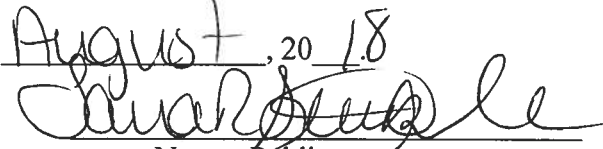
My Commission Expires:

Statutory Bond No. B-1819-34
Page 2 of 3

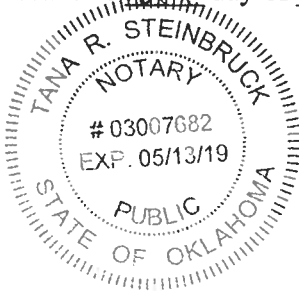
PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Canadian)

The foregoing instrument was acknowledge before me this 21 day of August, 2018,
by _____ (Name and Title) RoxAnn Baker Owner
(partner/agent) on behalf of Precision Concrete Cutting of Oklahoma LLC, a partnership.

WITNESS my hand and seal this 21 day of August, 2018

Notary Public

My Commission Expires:
5-13-19



CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

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

ATTEST:

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63780476

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Steven Brooks

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Precision Concrete Cutting of Oklahoma LLC

Obligee: City of Norman

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63780476 is not issued on or before midnight of November 26th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 31st day of August, 2018.

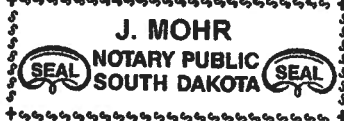


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On the 31st day of August, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 31st day of August, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.