

STATUTORY BOND

Know all men by these presents, that Play by Design, Inc., as Principal, and _____, a corporation organized under the laws of the State of _____, 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 and city of the first class, of the State of Oklahoma in the penal sum of One Hundred Eighty Five Thousand Dollars (\$ 185,000), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the above Principal is the lowest and best bidder for the making of the following City work and improvement, viz.:

SUTTON PLACE PARK PLAYGROUND PROJECT

and has entered into a certain written contract with the City of Norman, dated this ____ day of _____, 20____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Principal, shall properly and promptly complete the work on the above named project in accordance with the contract, and shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said project incurred by the Principal or subcontractors, 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, 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 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 this ____ day of _____, 20____, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this ____ day of _____, 20____.

[Signatures on following page]

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title: _____

Address: _____

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: _____
Authorized Representative

Title:

Printed: _____
Authorized Representative

Title: _____

Address: _____

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

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:

Mayor

City Clerk

PERFORMANCE BOND

Know all men by these presents, that Play by Design, Inc., as Principal, and _____, a corporation organized under the laws of the State of _____, 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, in the full and just sum of One Hundred Eighty Five Thousand Dollars, (\$ 185,000), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

SUTTON PLACE PARK PLAYGROUND PROJECT

and has entered into a certain written contract with the City Of Norman dated this _____ day of _____, 20____, for the erection and construction of the above named project, that said Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and all specifications and covenants thereto; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether incurred by Principal or subcontracts; and if said Principal shall protect and hold harmless the City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or its agents, servants, or employees, and if said Principal shall protect and save the City of Norman 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 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 this _____ day of _____, 20____, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this _____ day of _____, 20____.

[Signatures on following page]

Performance Bond No. B-2526-66

Page 1 of 2

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title: _____

(Corporate Seal) (where applicable)

Address: _____

ATTEST:

Surety

Signed: _____
Authorized Representative

Title:

Printed: _____
Authorized Representative

Title: _____

Address: _____

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

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:

Mayor

City Clerk

MAINTENANCE BOND

Know all men by these presents, that Play by Design, Inc., as Principal, and _____, as a corporation organized under the laws of the State of _____, and authorized to transact business in the state of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto the City of Norman, herein called City, in the penal sum of One Hundred Eighty Five Thousand Dollars (\$ 185,000), in lawful money of the United States of America, same being one hundred percent (100%) of the cost of construction herein referred to for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

SUTTON PLACE PARK PLAYGROUND PROJECT

WHEREAS, the Principal, has entered into a certain Contract (K-2526-148) with the City dated this _____ day of _____, 20____, for the erection and construction of the above named Project, that Contract being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the City, the said Principal is required to furnish to the City a maintenance bond covering the said Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the said Project.

NOW, THEREFORE, the said Principal shall keep and maintain, subject to normal wear and tear, the said Project, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one (1) year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect. 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 make any needed repairs upon said Project, or to maintain any part of the same, 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 repairs, or otherwise maintaining the said Project.

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.

[Signatures on pages to follow]

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 this ___ day of _____, 20___, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, authorized to do so, this ___ day of _____, 20___.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title: _____

Address: _____

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: _____
Authorized Representative

Title:

Printed: _____
Authorized Representative

Title: _____

Address: _____

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20___, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

[Signatures continued on following page]

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:

Mayor

City Clerk