

Bond No: 9397471

**PERFORMANCE BOND**

Know all men by these presents that Cimarron Construction Company, LLC, as PRINCIPAL, and Fidelity and Deposit of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two Million, Thirty-Nine Thousand, Three Hundred Twenty-Eight Dollars and No Cents (\$ 2,039,328.00), 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 successful bidder on the following PROJECT:

PROJECT WA0354  
PHASE II – PORTER AVENUE WL REPLACEMENT  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2122-48) with the AUTHORITY, dated \_\_\_\_\_ to perform and complete said 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.

Norman Utilities Authority  
Project WA0354  
Phase II – Porter Avenue WL Replacement

Contract K-2122-48  
Bid No. 2122-45  
B-2122-36

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

Chill Hunter Sec.  
Corporate Secretary (where applicable)



Cimarron Construction Company

PRINCIPAL

Signed:

Don E. Noble  
Authorized Representative

Don E. Noble President  
Name and Title

Address:

3501 NE 63rd St. OKC, OK 73121

Telephone:

405 728 1555

(Corporate Seal)

ATTEST

Becky Killman  
Corporate Secretary **Becky Killman**

Fidelity and Deposit Company of Maryland

SURETY

Signed:

Deborah L. Raper  
Authorized Representative

Deborah L. Raper, Attorney-in-Fact  
Name and Title

Address:

9401 Cedar Lake Avenue, OKC, OK 73114

Telephone:

405-418-8600

**CORPORATE ACKNOWLEDGEMENT**

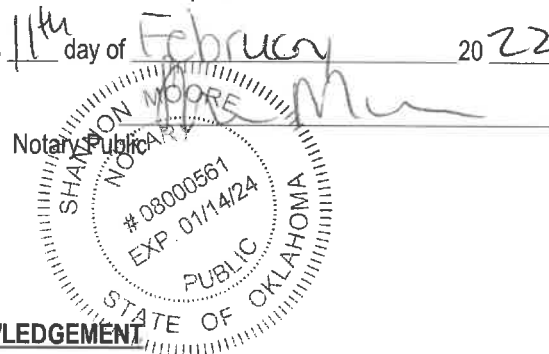
STATE OF Oklahoma )

COUNTY OF Oklahoma )§

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February,  
20 22, by Don Noble - President of Cimarron Construction Company  
Name and Title Contractor  
a \_\_\_\_\_ corporation, on behalf of the corporation.

WITNESS my hand and seal this 11<sup>th</sup> day of February, 20 22.

My Commission Expires: 01-14-24



**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

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: \_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

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 UTILITIES AUTHORITY

APPROVED as to form and legality this 11 day of February, 20 22.



\_\_\_\_\_  
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

By: \_\_\_\_\_

Title: Chairman

\_\_\_\_\_

Secretary