

**PERFORMANCE BOND**

Know all men by these presents, that Nash Construction Company as PRINCIPAL, and Westfield Insurance Company Corporation organized under the laws of the State of Ohio 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 One Million Three Hundred Forty Thousand Eight Hundred Twenty-Five & .00/100 Dollars (\$1,340,825.00) 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:

**BID 2324-1 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2024 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2324-6) with THE CITY OF NORMAN, dated this 10th day of July, 2023 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 10th day of July, 2023 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 July 10, 2023.

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(Corporate Seal) (where applicable)

ATTEST:

Dee A. Nash

Corporate Secretary (where applicable)

Dee A. Nash, Secretary

Principal

Signed: William B. Nash Nash Construction Company

Title: Authorized Representative  
Vice President

Address: 700 S. Irving

Oklahoma City, OK 73129

Telephone: (405) 672-2792

(Corporate Seal) (where applicable)

ATTEST:

Becky Killman  
Becky Killman, Witness

Surety: Westfield Insurance Company

Signed: Deborah L. Raper  
Authorized Representative

Printed: Deborah L. Raper  
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 73114

Telephone: 405-418-8600

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 10<sup>th</sup> day of July, 2023 by William B. Nash, Vice President (Name and Title), of Nash Construction Company, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 10<sup>th</sup> day of July, 2023.

My Commission Expires:

11/05/2024



Ashley S. Nash  
Notary Public

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**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 \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
(partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**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

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