

CITY OF NORMAN**MAINTENANCE BOND**

Know all men by these presents that Cimarron Construction Co., as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 Four Hundred Seventy-eight Thousand Two Hundred Ninety Dollars & 75/100 DOLLARS (\$ 478,290.75), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Nineteen Thousand Five Hundred Seventy-Two Dollars & 69/100 DOLLARS (\$ 119,572.69), such sum being no less than twenty-five percent (25%) of the contract price and being in force for a period of two years thereafter, 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 2324-4 BRIDGE MAINTENANCE PROJECT, FYE 2024

has entered into a written CONTRACT (K-2324-4) with the CITY OF NORMAN, dated this 25th day of July, 20 23 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 three (3) years 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 25th day of July, 2023, 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 25th day of July, 2023.

(Corporate Seal) (where applicable)

ATTEST:

Chris Miller
Corporate Secretary (where applicable)


(Corporate Seal) (where applicable)

Becky Killman
ATTEST: Becky Killman

Principal
Signed: Don E. Noble
Authorized Representative
Title: President

Address: 3501 NE 63rd St.
Oklahoma City, OK 73121

Telephone: 405-728-1555

Surety: Fidelity and Deposit Company of Maryland

Signed: Deborah L. Raper
Authorized Representative

Printed: Deborah L. Raper
Authorized Representative

Title: Attorney-in-Fact


Address: 9401 Cedar Lake Ave., Oklahoma City, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

The foregoing instrument was acknowledge before me this 5th day of July, 2023
by Don E. Noble - President (Name and Title), of Cimarron Construction Company
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 5th day of July, 2023

Shannon Moore Notary Public

My Commission Expires:

01-14-24

Maintenance Bond No. MB-2324-3

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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 9 day of July, 2023

Chaseth Chakala
City Attorney

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

ATTEST:

City Clerk

Mayor