

## PERFORMANCE BOND

Know by all men by these presents that **Southwest Water Works, LLC**, 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty-Six Dollars (\$ 3,250,256.00)**, 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 WA0246  
Parsons Addition Waterline Replacement - Phase II

NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-142) 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.

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

\_\_\_\_\_  
Corporate Secretary (where applicable)

\_\_\_\_\_  
PRINCIPAL

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

(Corporate Seal)

ATTEST

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
SURETY

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_



**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

**NORMAN UTILITIES AUTHORITY**

ATTEST

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

\_\_\_\_\_

Title: Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

**STATUTORY BOND**

Know by all men by these presents that **Southwest Water Works, LLC**, 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty-Six Dollars (\$ 3,250,256.00)**, 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:

PROJECT WA0246  
PARSONS ADDITION WATERLINE REPLACEMENT – PHASE II  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-142) 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 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 §2, 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 \_\_\_\_ 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 on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

\_\_\_\_\_  
Corporate Secretary (where applicable)

\_\_\_\_\_  
PRINCIPAL

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Corporate Seal)

ATTEST

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
SURETY

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_







**MAINTENANCE BOND**

Know by all men by these presents that **Southwest Water Works, LLC** \_\_\_\_\_, 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of **Three Million, Two Hundred Fifty Thousand, Two Hundred Fifty-Six** \_\_\_\_\_ Dollars (**\$ 3,250,256.00**), 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 WA0246  
PARSONS ADDITION WATERLINE REPLACEMENT – PHASE II  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-142) with the AUTHORITY, dated \_\_\_\_\_ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY 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 AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. 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 AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If 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 \_\_\_\_\_ 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

\_\_\_\_\_  
Corporate Secretary (where applicable)

\_\_\_\_\_  
PRINCIPAL

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

(Corporate Seal)

ATTEST

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
SURETY

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )§  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_,  
Name and Title  
a \_\_\_\_\_ corporation, on behalf of the corporation.

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

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

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

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman \_\_\_\_\_

\_\_\_\_\_

Secretary \_\_\_\_\_